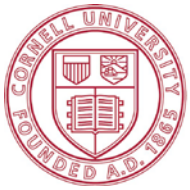

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Title: **Cattaraugus, County of and Cattaraugus County Supervisory Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Cattaraugus County Local 805 (2009) (MOA)**

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AGREEMENT

by and between the

COUNTY OF CATTARAUGUS

and

CSEA Local 1000 AFSCME, AFL-CIO

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUL 21 2011

ADMINISTRATION

Since 1910
CSEA
New York's LEADING Union

Cattaraugus County Supervisory Unit
Cattaraugus County Local 805

January 1, 2009 - December 31, 2012

116

NOTICE

APPROVAL OF THE LEGISLATURE: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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ARTICLE 1
Preamble

Section 1.1: The Public Employee's Fair Employment Act, the other provisions of the Civil Service Law, and the Local Laws of the County of Cattaraugus which are not inconsistent with said Act and the Civil Service Law shall govern the Terms of this Agreement.

Section 1.2: This Agreement is entered into pursuant to Article 14 of the Civil Service Law between the County of Cattaraugus, hereinafter referred to as "Employer", and the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO, the certified Union by the Cattaraugus County Supervisory Unit of Local 805, hereinafter referred to as the "Union". The parties further agree that this Agreement constitutes the entire contract between the parties.

Section 1.3: Acknowledging the moral principles inherent in Federal and State Legislation, the parties to this agreement hereby affirm that they shall insure equal employment opportunities for all qualified individuals without consideration of their age, sex, race, creed, color, or national origin. The scope of employment opportunity shall also include adherence by the Employer to the provisions of the Americans with Disabilities Act of 1990 (ADA).

ARTICLE 2
Recognition

Section 2.1: The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purposes of Collective Bargaining and the Administration of grievances arising thereunder, for the maximum period provided by Law, for all employees excluding those titles listed in Appendix G.

ARTICLE 3
Deductions

Section 3.1: The Employer shall deduct from the wages of those employees who have signed authorizations permitting said deductions, membership dues, insurance premiums, and master plan insurance deductions, and remit same to the CSEA, 143 Washington Street, Albany, New York 12210.

Section 3.2: The Employer shall deduct an agency shop fee from the wages of those employees who are not members of the CSEA and who entered the bargaining unit on or after January 1, 1981, in an amount equal to the membership dues of an employee who is a member of the aforementioned Union. The monies deducted as provided herein shall be remitted with the dues deductions to CSEA, 143 Washington Avenue, Albany, New York 12210.

Section 3.3: There will be one deduction made for all Union benefits. The Union will provide the County Treasurer with a bill broken down into categories. The County Treasurer will issue checks monthly for each category. All changes must be given to the County Treasurer quarterly. Said changes will only be made quarterly.

The County Treasurer is hereby authorized to send such deductions directly to the insurance company involved, if required by the Agreement between the parties.

Section 3.4: CSEA shall hold the Employer harmless against any and all suits, claims, and responsibilities that shall arise out of or for any reason due to any action taken in complying with this article.

ARTICLE 4
Management Rights

Section 4.1: The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery, and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for cause; to hire, layoff, assign, transfer, promote, and determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by Law. Provided however the Employer shall not be arbitrary or capricious in exercising either the foregoing enumerated rights or its broader common law, inherent, and/or reserved rights.

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights, which belong to and are inherent to the Employer. Any and all of the rights, powers, and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

ARTICLE 5
Union Rights

Section 5.1: The Employer recognizes the right of the employees to designate representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this Agreement and to visit employees during working hours. Such representatives shall also be permitted to appear at public hearings before the County Legislature upon request of the Employees.

Section 5.2: The Employer recognizes the need for County employees who are Union officials to devote time during working hours to Union business. Employees engaging in Union business during working hours will notify the Department Head or his designee before engaging in Union business. A list of designated employees shall be filed with the Human Resources Director and may be altered, with a five (5) day notice, at any time by the Union. Failure to file such list with the Human Resources Director shall negate the Employer's responsibility to release any employee from their normal duties for Union business. There shall be no more than three (3) employees off with pay designated as Union representatives, excluding negotiations, but additional persons may be invited by either the labor or management team.

Time devoted to Union business, except Labor-Management and Grievance meetings, will not exceed ten (10) hours for any one employee during a pay period. Time in excess of the ten (10) hours will be charged to accrued vacation time, personal leave time, or counted as unauthorized leave at the option of the employee.

Section 5.3: The Employer shall provide to the Unit President or to his/her designee a copy of each agenda established for meetings of the County Legislature prior to each respective meeting.

The Unit President or his/her designee shall, without loss of pay, be permitted to attend meetings of the Legislature when any matters dealing with conditions and terms of employment will be discussed.

Section 5.4: Duly elected unit delegates and the unit representative required to attend delegate meetings and the Board of Directors meetings of the State CSEA shall be given leave with pay for such purposes. Such pay for any such delegates shall not exceed thirty (30) days per annum.

Section 5.5: The Employer will provide to the Unit President, March 1 and August 1 of each year, a list of the names and addresses of all employees.

Section 5.6: The Employer shall notify the Union at least seven (7) days in advance of the change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the Employer has no control.

Section 5.7: No employee shall be required to operate equipment that is unsafe or equipment that does not have proper safety features. Inspection of such equipment shall be handled by two (2) persons designated by the Unit President and two (2) persons designated by the Human Resources Director.

ARTICLE 6
Use of Bulletin Boards and Employer's Facilities

Section 6.1a: Bulletin Boards / Material. The Employer will provide a reasonable amount of exclusive bulletin board space in an accessible place in the locations hereinafter provided, for the purpose of posting bulletins, notices, and material issued by CSEA, as well as job postings issued by the Employer pursuant to Article 13 of this agreement, and examination announcements which may be issued by the local Civil Service Commission or other Civil Service agencies. Material issued by the Union shall be signed and dated by a designated official of the organization. No such material shall be posted which is profane, obscene, or defamatory of the Employer or those acting as its representatives, or which constitutes political election campaign material for or against any person, organization, or faction thereof. No other employee organization except the certified or recognized organization shall have the right to post material upon Employer bulletin boards, except during campaign periods or periods of challenge as defined in Section 208 of the Civil Service Law. If the Employer removes any material because it feels it is objectionable, such removal shall be subject to the Grievance procedure herein.

Section 6.1b: Bulletin Boards / Locations. Bulletin Boards shall be provided at the following locations:

1. County Building, Olean, New York - the various departments and a central posting area.
2. County Center, Little Valley, New York - a central posting area.
3. Department of Aging, Olean, New York - Linwood Center
4. Department of Mental Health, Olean, New York - Olean Guidance Center
5. Health Department Field Offices, a) Salamanca; b) Little Valley
6. Social Services Offices, a) Salamanca; b) Little Valley
7. County Nursing Homes, a) Machias; b) Olean
8. Department of Public Works Building, a) Each Highway Barn; b) Each active waste management facility

Section 6.2: Use of Other Facilities. The Union may utilize conference rooms or other Employer facilities only with the express permission of an appropriate Employer representative. No such facilities shall be utilized for any purposes associated with political election campaigns for or against any person, organization, or faction thereof.

ARTICLE 7
Labor-Management and Supervisory Meetings

Section 7.1: The parties agree that upon request of either party to the other, that they will hold a Labor-Management meeting. Said meetings shall not exceed four (4) in any one given calendar year, unless mutually agreed upon for more. Approval to attend Labor Management meetings shall not be unreasonably withheld.

Section 7.2: In the Highway and Health Departments and the Department of Nursing Homes, the supervisory employees shall be authorized to hold meetings on a quarterly basis, privately. These meetings, to the extent practicable, shall be conducted prior to the regularly scheduled Labor-Management meetings of the respective departments.

Section 7.3: Supervisory personnel shall be allowed to attend conferences, seminars, and meetings with all necessary and actual expenses to be paid by the Employer according to the Rules of the County Legislature and Section 77-b of the General Municipal Law.

ARTICLE 8
Probationary Employees

Section 8.1: Every permanent appointment from an open-competitive or promotion eligible list and every original appointment to a position in the non-competitive, exempt or labor class shall be for a probationary term to conform with Civil Service Law and Rules.

Section 8.2: An appointment shall become permanent upon the completion of the probationary period as provided in Civil Service Law and Rules.

Section *8.3:* After decisions to hire new employees are made, all such employees are required to have a medical examination. These examinations are conducted at the Employer's expense. The purposes of the medical examinations are to ensure that a new hire is able to perform the essential functions of the specific job, for which selected, and to secure medical histories which may serve useful in the planning of employee wellness programs. Where a health care worker is required to have an annual physical, the Employer will pay $15.00 towards the cost if the employee wishes the physical performed by their own physician.

Section 8.4: The Cattaraugus County Civil Service Commission shall order a Civil Service examination for all positions held by provisional appointment within one month after the provisional is appointed.

ARTICLE 9
Hours of Work

Section 9.1: Work Schedules. Work Schedules shall be prepared by Department Head or their designees. Such schedules shall have for their purpose the establishment and maintenance of equitable and, as nearly possible, uniform hours of work for all position: Changes in hours of work which are made for operational or other mission related reason shall be in accordance with an alternate schedule approved by the Department Head. Any change in the hours of work schedules which are not requested by the Union shall be discussed with the President of the Cattaraugus County Supervisory Unit and/or his/her designee(s) prior to the approval of the schedule by the Department Head, or its implementation, which shall generally not take place for five (5) working days following the discussion of the schedule change with the Union.

The Union may, also, request a change in regular Departmental work hours for reasons of preference or convenience. The Union shall submit all requests to the Department Head who shall discuss the reason(s) for the work schedule changes with the President of the Unit or his/her designee(s) within five (5) working days of the receipt of the request. The Department Head may, then, implement the requested change five (5) working days following discussions with Union officials.

Each employee shall work overtime when necessary for the efficient conduct of the Employer's business.

The Employer shall not curtail the regular shift or regular work week of an employee to prevent paying overtime, unless the individual employee and the Employer mutually agree.

The regular work week for all employees shall commence at 12:01 a.m. Monday through midnight on the subsequent Friday, except employees of departments required to provide continuous or extended service. These employees shall have a work week of the same number of hours, but not necessarily the hours specified earlier. For payroll purposes, the work week terminates midnight Saturday for all employees.

The regular work week for all hourly employees shall be forty (40) hours per week. The regular work week for all salaried employees shall be thirty-five (35) hours per week.

Section 9.2: Rest Breaks. Employees shall receive two breaks per day each of fifteen (15) minute duration. These breaks will be scheduled at the convenience of the Employer, but as near as possible to the middle of each period of work.

Breaks will be taken only in areas suitable to the Employer. These areas shall not be determined in an arbitrary or capricious manner.

Section 9.3: Unpaid Lunches. The Employer shall not provide paid lunch hours for any employees, including those employees working in the Machias Infirmary.

Section 9.4: Building Closings. If the Chairman of the County Legislature closes any County Building, then any employees dismissed before the end of their shift shall be paid for their entire shifts, or if it is closed before the shift starts, then they will be paid for the entire shift.

Section 9.5: Flexible Starting Times. The Employer agrees to permit flexible starting times and schedules of work for reasons of employee preference or convenience that are different from the traditional seven or eight-hour days, provided there is mutual agreement in writing between the Department Head and the Union. This change in the schedule or in flexible hours shall not create overtime.

ARTICLE 10
(Reserved)

ARTICLE 11
Seniority

Section 11.1: Competitive Class. Seniority is the length of full-time, continuous employment with the Employer commencing with the date of the original permanent appointment, except for those employees who had a contingent permanent, provisional trainee, labor, or non-competitive appointment immediately preceding their original permanent appointment.

An employee who received a provisional appointment and is later permanently appointed to the same position, will have his/her seniority calculated from the date of the provisional appointment. An employee appointed to a trainee position shall have his her seniority calculated from the date of his/her appointment to the trainee position. An employee who is originally employed with the Employer in a labor or non-competitive class position and later moves to a competitive class position shall have his/her seniority calculated from the date he/she began his/her full-time, continuous service with the Employer.

Section 11.2: Non-competitive and Labor Class Employees. Seniority is the length of full-time, continuous employment with the Employer.

Section 11.3: Full-time Continuous Employment. As used in the above paragraph full-time, continuous employment includes those periods when an employee is on the Employer's active payroll and those periods when an employee is:

(a) on unpaid leave,
(b) on layoff up to four (4) years from the date of layoff,
(c) absent from and unable to perform the duties of his/her position by reason of a disability resulting from occupational injury or disease,
(d) such other periods of service, if any, that the Civil Service Law requires to be treated as part of the employee's continuous service.

Section 11.4: Loss of Seniority. Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his/her seniority only when one or more of the following occurs:

(a) he/she resigns (unless he/she is reinstated within the period permitted by any provision of the Civil Service Law applicable to him/her);
(b) he/she is discharged or terminated in accordance with law and/or the terms of this contract;
(c) he/she retires;
(d) he/she refuses a recall.

Section 11.5: Same Date of Hire - Non-Competitive and Labor **Class.** If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

Section 11.6: Seniority List. On January 31 and July 31 of each year, the Employer shall provide the Union with a copy of the current Seniority List for all employees within the bargaining unit. This Seniority List shall be considered final and binding unless any change is submitted in accordance with grievance procedures within twenty (20) working days after the List is made available.

Section 11.7: Rate of Pay. Any new employee hired by the Employer who does not have experience in a particular position, shall not be given a salary or hourly wage which exceeds the starting salary or hourly wage. If a higher wage is paid to the new employee, any employee in the same job title, in a lower step than the new employee, shall be moved to the same step as the new employee.

Section 11.8: Shift Preference. When a vacancy exists on a shift, shift preference shall be decided by seniority. Shifts shall be defined as:

First Shift	When a majority of the regular working hours are after 7:00 a.m. and before 3:00 p.m.
Second Shift	When a majority of the regular working hours are after 3:00 p.m. and before 11:00 p.m.
Third Shift	When a majority of the regular working hours are after 11:00 p.m. and before 7:00 a.m.

ARTICLE 12
Layoff and Recall

Section 12.1: Non-Competitive and Labor Class Employees. In the case of job abolishment or reduction in force, the employee with the least seniority in the department in the classification where the abolishment or reduction in work force occurs shall be notified for lay-off.

(A) An employee notified for lay-off in one classification may exercise his seniority to displace another employee with less seniority when the employee to be displaced is in a lower rated classification within the department for which he/she is qualified.

(B) An employee who did not exercise such bumping rights within ten (10) days of the date that he/she is notified for lay-off shall be laid-off fifteen (15) days after such notice.

(C) Recall shall be in the inverse order of lay-off. An employee shall retain his right to recall for a period of two (2) years from the date of lay-off. If qualified, an employee on lay-off shall be rehired prior to the hiring of a new employee in his former department.

Section 12.2: Competitive Class Employees. In the case of abolishment, reduction in work force, layoff, and recall for competitive class employees, the procedures outlined in Rule 26 of the Rules for the Classified Service of Cattaraugus County and Section 80, 81, end 85 of the Civil Service Law will prevail.

Section 12.3: Loss of Services. The County will notify, by registered mail or personal service, the Unit President or his/her designee and the CSEA Labor Relations Specialist, sixty (60) calendar days prior to the effective date of any loss of services in the work areas covered by this agreement and which would cause lay-offs or the loss of jobs. The parties agree that they will meet to negotiate the impact of said lay-offs and/or loss of jobs.

Section 12.4: Where an employee's permanent position is reduced in rank or such permanent employee must displace to a lower graded title, the compensation of such an employee shall be paid at

the step and grade which most nearly equals, without exceeding, the hourly rate he/she received in his/her permanent higher graded position. An employee who is reinstated to a title from which he/she was laid off shall be compensated at the same salary grade and step he/she was receiving at the time of layoff. The fact that an employee has not served in a position for a protracted time shall not necessarily preclude such employee for consideration for a meritorious salary increment pursuant to Article 30, Section 1, of this collective bargaining agreement.

ARTICLE 13

Job Posting

(Appointment, Promotions, Voluntary Demotions, and Reinstatement)

Section 13.1. Competitive Class. If a vacancy occurs within the Bargaining Unit and the appointing authority contemplates filling a job, it will be posted for a period of five (5) working days in the department that has such opening and a copy will be sent to the Unit President, CSEA Field Representative, and the Department Steward. The posting shall contain:

1) Job Title
2) Rate of Pay
3) Location of Work
4) Designated Place and Name of Person to See for Application
5) Place to Apply

Section 13.2: The Employer shall be the judge of qualifications. If necessary, any challenge to the Employer's judgment in this area shall be subject to the Grievance Procedure.

Section 13.3: An employee may utilize this Article of the Agreement to respond to a posting for a position in a lower salary grade than he/she presently occupies. Such employee will be compensated at the step in the new lower salary grade most nearly equal to the compensation he/she was receiving in his/her previous position.

Section 13.4. The Employer agrees to post all temporary positions of more than ninety (90) days duration in salary grade 14 or above resulting from the granting of education, unpaid sick, military, and maternity leaves.

In addition, the Employer agrees to post all temporary positions, resulting from promotions where the position opening is encumbered by another employee according to Civil Service Law, when the opening can reasonably be expected to last more than ninety (90) days, in salary grade 14 or above.

Only employees within the department where the temporary vacancy exists are eligible to respond to these postings.

Section 13.5: Entry-level positions in Grade 15 or below designated as non-competitive under Section 55 (a) of the New York State Civil Service Law shall be exempt from this Article of the Agreement. These positions shall only be filled by handicapped persons certified by the New York State Education Department.

Section 13.6a: Reinstatement and Reappointment. The job posting provisions of this article shall have no application if a vacancy is filled by the reinstatement or reappointment of a permanent employee who has resigned from a bargaining unit position within one year of the date of such reinstatement or reappointment.

Section 13.6b: Loss of License. The job posting provisions of this article shall also have no application if a vacancy is to be filled by a unit member whose employment status was automatically terminated by loss of a license or certificate which was a necessary qualification for the job classification from which terminated.

If an employee is reinstated or reappointed pursuant to this section, he/she shall reacquire his/her seniority date as provided in Article 11, Sections 1 and 2, provided such reinstatement or reappointment occurs within one year of the date of resignation or automatic termination due to loss of qualification.

ARTICLE 14
Transfer

Section 14.1: Definition. Positions which are filled by Transfers are governed solely by applicable Civil Service Rules. Every transfer shall require the consent of the transferee and of the appointing authority having jurisdiction over the position to which transfer is sought. Civil Service Rules contain the following definition:

"Transfer" means the change, without further examination, of a permanent employee from a position under the jurisdiction of one appointing authority to a similar position under the jurisdiction of another appointing authority, or to a position in a different title under the jurisdiction of the same appointing authority.

ARTICLE 15
Reassignment

Section 15.1: Reassignment - Civil Service Rules contain the following definition:
"Reassignment" means the change, without examination, of a permanent employee from one position to another position in the same title under the jurisdiction of the same appointing authority.

Section 15.2 : Notice of Reassignment. Temporary reassignments of more than five (5) working days but less than thirty (30) working days within a Department and/or from one (1) shift to another, as well as reassignments of a greater duration or permanent reassignments, shall not be made without three (3) working days written notice to the employee(s).

Temporary reassignment within the County department or from one shift to another of not more than five (5) working days may be made with written notice to the affected employee forty-eight (48) hours prior to the reassignment.

Section 15.3: Geographic Reassignment. Where an appointing authority decides to make a reassignment of a permanent nature or in excess of a thirty (30) calendar day duration from a work location in one community to a work location in a different community and the functions to be performed by the reassigned employee do not involve any special requirements, as determined by the appointing authority, then the appointing authority shall reassign the most senior employee requesting the geographical reassignment. If no employee requests the geographical reassignment and the function do not involve special requirements, then the least senior employee in the affected classification shall be reassigned. The use of the special requirement criterion noted above for receiving a reassignment shall be waived in those instances where an employee car learn or assimilate within a seven (7) working day period the knowledge and/or skill/ ability necessary to satisfy the special requirements standard.

Section 15.4: Shift Preference. When a vacancy exists on a shift, shift preference shall be decided by seniority.

Section 15.5: Unwanted Shift Reassignment. In cases of an unwanted reassignment from one shift to another, the assignment shall be accomplished by using reverse seniority

Section 15.6: Reassignments made pursuant to this Article shall not be made for arbitrary and capricious reasons.

Section 15.7. Requests for reassignment may be made at any time. Such request must be made in writing and shall be filed with the Appointing Authority or his/her designee.

ARTICLE 16
Holidays

Section 16.1: Holidays Observed. Each employee shall receive the following paid holidays: New Year's Day, Martin Luther King's Birthday President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. An employee who is either scheduled to work on a holiday or has a holiday fall on a non-scheduled work day will, by mutual agreement between the Employer and employee, be allowed another day off in lieu thereof. If the Employer and employee do not mutually agree as to which day will be taken off in lieu of a holiday, then employees shall be compensated for lieu holiday(s) standing to their credit as of June 30 and December 31. Employees may also be compensated for lieu holidays standing to their credit during other payroll periods if such requests are approved by the Department Head. Days granted as holidays and days taken off in lieu thereof count as time worked in the computation of overtime. Employees receiving pay for holidays instead of a day off are compensated at the straight time rate.

Section 16.2: Weekend Holidays. When a holiday falls on a Saturday, it will be celebrated on the preceding Friday. When a holiday falls on a Sunday, it will be celebrated on the following Monday.

Section 16.3: Absence Before a Holiday. In order for an employee to qualify to be paid for a recognized holiday, he/she must work the scheduled work day before and the scheduled work day after said holiday; employees with an excused absence will be exempt from this clause.

ARTICLE 17
Vacation Leave With Pay

Section 17.1: Accumulation. Vacation leave with pay will be granted by the appointing authority to employees, except as hereinafter stated, at the rate of one-half (1/2) day per bi-weekly pay period. Vacation shall accumulate to a total of thirty-five (35) days.

Any employee unable to take his/her vacation due to an emergency declared by the Employer, shall be paid for those days over thirty-five (35).

Section 17.1(a): Accumulation. An employee who commences employment with Cattaraugus County on a full-time permanent basis on or after January 1, 2005, will accumulate vacation leave as follows:

Anniversary Date	
First thru fifth year	ten (10) days

(inclusive)	
Sixth thru tenth year (inclusive)	fifteen (15) days
Eleventh thru twentieth year (inclusive)	twenty (20) days
Twenty-first thru twenty-fifth year (inclusive)	one (1) additional day per year up to a maximum of 25 days (i.e. 21, 22, 23, 24, 25)
Twenty-six year and thereafter	twenty-five (25) days

Section 17.2: Longevity Accumulation. Employees shall accumulate one (1) additional day's vacation for each full year worked beyond and inclusive of the sixth (6th) through the eighteenth (18th) year. Each employee shall receive fourteen (14) days vacation for six (6) year's service, fifteen (15) days vacation for seven (7) year's service, etc.

The first longevity vacation day shall be awarded each employee on his/her anniversary date immediately following his/her sixth year of service. On the next succeeding January 1st after such anniversary date and each January 1st thereafter, longevity vacation days shall be awarded at the rate of one day per pay period beginning with the first pay period after the first of January of each year. Only days which total to thirty-five (35) or less will be allowed.

***Section 17.2a*:** An employee who commences employment on a full-time permanent basis on or after January 1, 2005, shall not be eligible for longevity accumulations as outlined above.

Section 17.3: Schedule. The normal vacation schedule will be completed by January 1 of each year. Seniority will prevail in all scheduling conflicts. Changes in such schedule after January 1 will be made by mutual agreement between the Department Head or designee and the employee where no conflict exists. In the event of an emergency need for vacation, every effort will be made to grant said request. Such determinations shall not be arbitrary or capricious. Once vacation requests have been approved, an employee shall not be displaced by a more senior employee who, following approval of the vacation period of a less senior employee, decides he/she wishes to take vacation during the same time period.

Section 17.4: Unscheduled Vacations. Employees wishing to take an unscheduled vacation of one day's length must report that fact to their Department Head or his/her designee at least twenty-four (24) hours prior to the one-day vacation or during their shift on the work day prior to the one-day vacation, whichever results in more notice to the County. In the event of an emergency need for a one-day unscheduled vacation, every effort will be made to grant said request.

Employees wishing to take an unscheduled vacation of longer than one day must apply for permission from their Department Head or his/her designee at least five (5) working days before the commencement of their proposed vacation.

Section 17.5: Separation or Promotion.. A) Employees who are laid off or who resigned in good standing provided that notice of such resignation is given to their Department Head in writing at least two (2) weeks prior to their last day of work, and have accrued vacation leave to their credit, shall be paid the salary equivalent of the unused vacation leave. (B) In the event of retirement, an employee who notifies his Department Head in writing two (2) weeks in advance shall be paid for all unused

vacation. (C) In the case of the death of the employee, all vacation credits will be paid to the employee's beneficiary. (D) If an employee (a) provides the Department Head with 90 calendar days written notice of retirement or (b) dies while in the active service of the Employer, the employee will be paid for all longevity vacation days that would have been credited to the employee for that calendar year.

Section 17.6: Eligibility. New employees must complete twenty-six (26) pay periods of service before any vacation leave is granted. After the employee completes twenty-six (26) pay periods of service, he/she shall be credited with seven (7) days of vacation leave.

Section 17.7: Missing Work. Deduction of one day's pay or less per pay period to absence does not affect the normal accumulation of vacation for that pay period. An, time taken off by the employee because of either a snow storm, flood, or act of God may, be taken without pay or at the employee's option from accumulated vacation time, personal leave, or accumulated holidays.

If an employee elects time off without pay for the above purposes, it shall not affect his/her accumulation of vacation and sick leave for the pay period.

Section 17.8: Pay in Lieu of Vacation. Upon written request by an employee, employee may receive pay in lieu of vacation time. Requests must be limited to no more than ten (10) days of vacation accumulations standing to one's credit. Only one request per employee per year will be allowed.

Section 17.9: Vacation accruals shall be taken in no less than one-half (1/2) hour units. When taken in one-half (1/2) hour units, approval may be requested and may be granted on the same day, as utilized.

ARTICLE 18
Sick Leave With Pay

Section 18.1: Eligibility. Sick leave shall be granted to an employee for absence from duty because of illness, bereavement, bodily injury, exposure to contagious diseases, any attendance upon members of the immediate family whose illness requires the care of such employee. Immediate family shall mean spouse, children, parents, and any other relative residing in the employee's household. Employees may take a maximum of thirty (30) days per year to attend to members of their immediate family. Such thirty (30) day period may be extended upon mutual agreement of the employee and the Department Head.

All employees must complete thirteen (13) full pay periods of service before any sick leave is granted. After the employee completes thirteen (13) full pay periods of service and continues in the employment of the Employer, he/she shall be credited with six and one-half (6 1/2) days sick leave.

In all cases, sick leave with pay in excess of three (3) consecutive days will be granted only when a physician's certificate, furnished by the employee stating that the employee has been too ill to perform his/her regular duties or is in attendance upon a member of the immediate family whose illness requires the care of such employee, has been submitted to the Department Head.

If the Employer feels that an employee is abusing the sick leave provision, that employee may be required to furnish a physician's certificate for one day's absence.

Section 18.2: Accumulation. Each employee will earn one-half (1/2) day of sick leave per pay period. Sick leave shall accumulate to a total of two hundred twenty-five (225) days. An employee

accumulating more than two hundred twenty-five (225) days of sick leave will forfeit the additional days.

Section 18.3. Reporting. When an employee finds it necessary to be absent because of illness, he/she shall report the fact at least one hour prior to the start of the shift pursuant to departmental work rules or policies.

Section 18.4: Doctor's Appointments. All doctor and dentist appointments will be chargeable to sick leave.

Section 18.5: Doctor's Examinations. Before sick leave may be charged against sick leave credits, the appointing authority may require the employee to be examined at the expense of the Employer. If upon the report of the medical examination, the Employer finds there is no satisfactory evidence of illness, such absence may not be charged against accumulated sick leave. Abuse of sick leave privileges shall be cause for disciplinary action.

Section 18 6: Units. If sick leave is approved, it shall not be granted in less than one-half hour units, unless an employee becomes ill at work or has an unexpected need to utilize sick leave to attend to an injured or ill member of the immediate family.

Section 18.7: Retirement. Upon retirement, employees shall select one (1) of the following options:

A. Employees shall be paid their current rate of pay for their unused accumulated sick leave over fifty (50) days and up to two hundred twenty-five (225) days (225 – 50 =175). Therefore, an employee could be paid a maximum of one hundred seventy-five (175) days at the time of retirement or death."

B. Employees shall apply up to 165 days of unused sick leave toward Section 41(j) of the Retirement and Social Security Law. Any remaining days after applying 165 (225-165=60) shall be paid to the employee at their current rate of pay. Therefore, an employee could be paid a maximum of sixty (60) days at the time of retirement.

Upon the death of an employee, the County shall pay to the heir or estate the current rate of pay for all unused sick leave over 50 days up to the maximum of two hundred twenty five days. Therefore an employees estate or heirs could be paid a maximum of one hundred seventy five (175) days in the case of death.

Section 18.8: Missing Work. Deduction of one (1) day's pay or less per pay period for absence does not affect the normal accumulation of sick time for that pay period. Any time taken off by the employee because of either a snow storm, flood or act of God may be taken without pay, or at the employee's option, from accumulated sick time, personal leave, or accumulated holidays.

If an employee elects time off without pay for the above purposes, it shall not affect his/her accumulation of vacation and sick leave for the pay period.

Section 18.9: Sick Leave Bank. (A) Each employee shall contribute one (1) day per year to a sick bank to be deducted from the employee's accrual on January 1 of each year of this contract. The Employer will contribute an amount of days equal to the total employee's contribution. An employee unable to contribute cannot participate. Effective January 1, 1998, employee and Employer contribution to the Sick Leave Bank will be suspended until such time as the balance of hours in the sick leave bank

is less than 10,000 hours. Should the balance drop below 10,000 hours, employee and Employer contributions would resume on the following January 1st date. (B) After individual sick leave accruals have been exhausted, and vacation accruals at the employee's option, the employee may request sick leave from the bank for the employee's personal illness. (C) The President of the Cattaraugus County Supervisory Unit of the Civil Service Employee's Association or his or her designee and the Human Resources Director shall approve or disapprove all requests for the use of sick leave bank pursuant to these rules. If these parties disagree, the request shall be submitted to the County Operations Committee of the Cattaraugus County Legislature for determination. Such requests shall not be unreasonably denied. (D) If the request is approved, the employee may be granted sick leave for a maximum period equal to the amount of accumulated sick leave on the date in which the employee's illness or disability began. While using time from the sick leave bank, the employee will be paid at a rate equal to their regular rate of pay. While the employee is using time from the sick leave bank, he/she shall not be eligible to earn any benefit time. If the employee exhausts sick leave bank credits as defined in the previous sentence, the employee may request an additional one half (1/2) of the amount of sick leave bank credits used as medically necessary and documented to the Union President and Human Resources Director. (E) Accumulated days in the bank shall accrue from year to year.

Section 18.10. Sick Leave Incentive. Effective January 1, 2005, and annually thereafter employees with one day or less of absences in a year, shall be paid in January of the succeeding years as follows:

Sick Leave Usage	**Incentive Payment**
0 Days	$200.00
1 Days	125.00

Absences for bereavement purposes or those absences under the Federal Family and Medical Leave Act shall not be considered absences for the purpose of this section.

Section 18.11 Catastrophic Leave Program

Section 18.11a: Catastrophic Leave Program. Eligibility to Receive Donated Credits. In order to be eligible to receive donated credits, an employee must have completed at least one cumulative year of service, must be absent due to a non-occupational personal illness or disability for which medical documentation satisfactory to management is submitted as required, must have exhausted all leave credits and must be expected to be absent for at least two bi-weekly payroll periods following exhaustion of leave credits. The employee must have no disciplinary actions resulting in a penalty of more than a five (5) day unpaid suspension during the last year prior to the application for catastrophic leave. An employee using donated leave credits is treated as an employee on unpaid leave. Receiving donated credits does not entitle an employee to extend their employment beyond the point it would otherwise end by law or rule (for example, layoff or termination, including that pursuant to Civil Service Law Section 73).

Section 18.11b: Eligibility to Earn Accruals. Employees absent while charging donated leave credits pursuant to this Section shall not earn vacation or sick leave, shall not be granted personal leave and shall not be eligible to observe holidays.

Section 18.11c: Medical Documentation. Before absence for personal illness may be charged against donated leave credits, the Employer may require such proof of illness as may be satisfactory to it, or may require the employee to be examined, at the expense of the department or agency, by a physician designated by the Employer. In the event of failure to submit proof of illness upon request, or

in the event that, upon such proof as is submitted or upon the report of medical examination, the appointing authority finds that there is not satisfactory evidence of illness sufficient to justify the employee's absence from the performance of his/her duties, such absence may be considered as unauthorized leave and shall not be charged against donated leave credits.

Section 18.11d: Donation of Credits. Vacation and personal leave credits may be donated by employees who are subject to this section and are employed in the same agency or facility as the intended recipient employee, provided, however, the Union may, in individual cases, authorize donations to an employee in another agency. Donations can only be made in full day units (seven or eight hours). Donations shall be given a dollar value based on the hourly rate of the donor. The identify of the donors will be kept in confidence.

Section 18.11e: Limits on Donation of Credits. Such donations shall not cause the donor employee to have fewer than seven (7) days of vacation standing to his/her credit upon making such donation. Employees may not donate vacation credits which would otherwise be forfeited.

Section 18.11f: Employer's Role. The Employer shall maintain the Donor's Fund, but shall not solicit donations. The program is not subject to the Grievance Procedure. The CSEA Unit President shall be notified of all requests for catastrophic leave.

ARTICLE 19
Personal Leave Days

Section 19.1: An employee will earn one personal leave day for each quarter of the year. The day earned will be credited to the employee's personal leave account on January 1, April 1, July 1, and October 1.

Section 19.2: Employees may accumulate up to four (4) personal leave days. Any personal leave accumulated in excess of four (4) days will be credited to the employee's accumulated sick leave.

Section 19.3: One (1) hour notice and approval of the Department Head, except in cases of emergency, will be necessary in order to use this personal leave. This leave must be taken in no less than one-half (1/2) hour units.

Section 19.4: Probationary employees shall accrue two (2) personal leave days during their six month probationary period. They shall not be eligible to use these days until they complete their probationary period. Thereafter, they will be awarded personal leave days subject to Section 1 of this Article.

ARTICLE 20
Bereavement Leave

Section 20.1: In the event of death in the immediate family, each employee shall be granted three scheduled working days off with pay, per death.

The immediate family, referred to herein, shall consist of mother, father, current mother-in-law, current father-in-law, current spouse, children, daughter-in-law, son-in-law, sister brother, grandparents, grandchildren, grandparents-in-law, current brother-in-law, current sister-in-law, and any

step-relationship of the employee among those listed above Also, any relative residing with the employee at the time of death.

Employees will be allowed one (1) day with pay for any other relative which will be deducted from the employee's accumulated sick leave, without being counted as sick leave for the purpose of the sick leave incentive payment.

ARTICLE 21
Family and Medical Leaves

Section 21.1: Extended Unpaid Leave for One's Illness. Where an employee has been on sick leave for his/her own illness and has exhausted all accrued sick leave and vacation credits, the employee may request extended unpaid leave pursuant to the following criteria:

(1) exhaust all leave credits;
(2) request a leave and furnish a physician's certificate stating the employee is under medical care and is unable to work;
(3) request the Department Head to submit a letter urging either the approval or disapproval of the application to the County Operations Committee;
(4) approval shall not be unreasonably withheld.

Criteria (2) and (3) above must be fulfilled before an employee has been absent on unauthorized leave for more than five (5) consecutive working days, except in extraordinary circumstances.

Such unpaid sick leave will be for the employee only.

An employee is eligible for an unpaid sick leave of absence for up to six (6) months. An extension of another six (6) months is possible if approved by the County Operations Committee. The Employer shall continue to pay its share of Health Insurance Coverage while the employee is on an unpaid sick leave of absence. The employee will not accumulate sick or vacation leave or other paid leave during this period.

Section 21.2: Maternity Leave for Employees. An employee may use sick leave benefits to cover time lost from duties because of pregnancy as provided in Article 18 of this Agreement. If the employee suffers a pregnancy related disability and has exhausted all accrued sick leave and vacation credits, she is eligible to apply for unpaid leave pursuant to Section 1 of this Article.

Section 21.3: Extended Family Leave for Child-Rearing Purposes. An employee may apply for an extension of the twelve (12) week leave granted pursuant to the Federal Family and Medical Leave Act (FMLA) for child-rearing purposes. Such extended leave may be granted if employees request the Department Head to submit a letter urging either approval or disapproval of the application to the County Operations Committee.

Employees on extended child-rearing leave according to this section will not accumulate any paid leave credits. The Employer will not pay any health insurance premiums while the employee is on this leave. Employees shall be eligible to participate in the health insurance programs by making arrangements with the Office of the Risk Manager to pay their own premiums.

Section 21.4: Other Family and Medical Leaves. A unit member with at least one year of service is eligible for a leave of absence not to exceed twelve weeks each calendar year for the birth of a son or daughter, and to care for the newborn child; for placement of a child for adoption or foster care; or where the employee is needed to care for a spouse, son, daughter, or parent, if such spouse, son,

daughter, or parent has a serious health condition. Where medically necessary, an employee may take leave intermittently (a few days or hours at a time) to care for an immediate family member with a serious health condition. Prompt notice of the necessity of the leave must be provided to the Employer along with any medical documentation which may be requested. An employee will utilize leave credits otherwise available under this Agreement, while on such leave, provided, however, he/she may retain up to ten (10) vacation days. The Employer provides payment of its share of Health Insurance Coverage, not to exceed twelve weeks, for these other specified Family and Medical Leaves.

ARTICLE 22
Educational Leave

Section 22.1: An employee who desires to engage in a course of study intended to increase his/her usefulness to the Employer's service or for any other reason considered beneficial to the service, may upon recommendation of the appointing authority and the approval of the County Operations Committee, be granted a leave of absence without pay for a period not to exceed two years. Upon the expiration of the educational leave, the employee shall be reinstated to the position which he/she occupied at the time the leave was granted.

ARTICLE 23
Prohibition on Leaves

Section 23.1: A leave of absence shall not be granted to an employee to accept outside employment.

ARTICLE 24
Military Leave

Section 24.1: Permanent employees who are called for military training or service shall be granted a leave of absence from their positions during the actual duration of such activities. During periods of such leave, sick and vacation leave shall accrue as though employees were actually employed. Upon the termination of military leave by honorable discharge, an employee shall have the right to return to his position in accordance with Military Law, without demotion or loss of standing, provided such position still exist and he/she is physically and mentally able to perform the work. Time allowed for military leave shall be reported by each appointing authority to the Human Resources Director.

ARTICLE 25
Jury Duty and Court Appearances

Section 25.1: An employee summoned for jury service, or subpoenaed as a witness in Court in an action to which he/she is not a part, shall be granted a leave of absence in order to fulfill the obligation and shall be paid the regular rate of pay for time lost because, of such service. Where an employee is assigned to the second shift, as defined in Article, 11, Section 8, of this agreement, he/she shall be excused from and granted leave the first four hours of work of his/her regular scheduled shift on the day where he/she has been called for jury duty. An employee assigned to the third shift shall be excused and granted leave for the last four hours of his/her regularly scheduled shift on a day summoned to jury service.

Section 25.2: If an employee assigned to the second or third shift is selected to serve as a trial juror, such employee shall be excused from work and granted paid leave to prevent loss of pay for each day assigned to such trial.

Employees must give prompt notification to the Employer upon learning of their obligations in order to qualify for this benefit.

ARTICLE 26
Civil Service Examinations

Section 26.1: Employees shall be allowed time off without loss of pay to take County Civil Service examinations. The Employer will pay any examination fee on behalf of a unit member participating in a departmental or interdepartmental promotion examination. No such fee shall be payable for participation in an open-competitive examination.

ARTICLE 27
Insurance

Section 27.1: The Health Insurance Plan. The Employer shall provide a Health Insurance Plan to full-time active employees, which shall be the only plan available. Effective upon ratification by the parties, but no later than October 1, 2008 the employee desiring family coverage will pay $35.00 of the annual Health Insurance premium costs per pay period, the employee desiring two person coverage will pay $32.50 of the annual Health Insurance premium costs per pay period and employees desiring single coverage will pay $27.50 per pay period towards the annual premium costs of the plan. Effective January 1, 2009, the employee desiring family coverage will pay $50.00 of the annual Health Insurance premium costs per pay period, the employee desiring two person coverage will pay $40.00 of the annual Health Insurance premium costs per pay period and employees desiring single coverage will pay $35.00 per pay period towards the annual premium costs of the plan. Effective January 1, 2010, the employee desiring family coverage will pay $55.00 of the annual Health Insurance premium costs per pay period, the employee desiring two person coverage will pay $42.50 of the annual Health Insurance premium costs per pay period and employees desiring single coverage will pay $40.00 per pay period towards the annual premium costs of the plan. Effective January 1, 2011, the employee desiring family coverage will pay $60.00 of the annual Health Insurance premium costs per pay period, the employee desiring two person coverage will pay $50.00 of the annual Health Insurance premium costs per pay period and employees desiring single coverage will pay $45.00 per pay period towards the annual premium costs of the plan. Effective December 31, 2011, the employee desiring family coverage will pay $65.00 of the annual Health Insurance premium costs per pay period, the employee desiring two person coverage will pay $55.00 of the annual Health Insurance premium costs per pay period and employees desiring single coverage will pay $50.00 per pay period towards the annual premium costs of the plan.

New employees must wait until the first of the month following ninety (90) days from the date of hire. An employee or his/her spouse shall not be eligible for double health insurance coverage under the County's plan. If both spouse's are employed by the County, then they shall be eligible for only one (1) coverage policy.

Section 27.2. Health Insurance Buyout. Employees who wish to opt out of the plan must do so no later than the open period. The present plan provides for an open period between the 1st and 25th days of December and requires employees to give notice and waiver to the Human Resources Department before or during such period.

The notice must be submitted on the "Health Insurance Waiver", a copy of which is included as Appendix B of this agreement.

A.) In return for opting out, the employee shall receive payment following each six (6) months as a non-participant from the date the employee would have otherwise been eligible for coverage in the County Health Insurance Plan.

			Single	Two Family	Family
Following	1st payment	July 1	$425	$850	$1,000
Following	2nd payment	January 1	$425	$850	$1,000

To be entitled to the payment referenced above, the employee must produce proof of health insurance coverage from another source at the time of application.

B.) At any time should the number of employees choosing to opt out of the County Health Insurance plan be greater than, or equal to, 110 employees, the employee shall receive payment in each of the following six (6) month periods as follows, so long as the number of employees opting out does not go below the 110 threshold. Should the number of employees opting out fall below the 110 threshold the amounts shall be as in subsection A, above.

			Single	Two Family	Family
Following	1st payment	July 1	$500	$1,000	$1,250
Following	2nd payment	January 1	$500	$1,000	$1,250

C.) At any time should the number of employees choosing to opt out of the County Health Insurance plan be greater than, or equal to, 125 employees, the employee shall receive payment in each of the following six (6) month periods as follows, so long as the number of employees opting out does not go below the 125 threshold. Should the number of employees opting out fall below the 125 threshold the amounts shall be as described in subsection A or B, above.

			Single	Two Family	Family
Following	1st payment	July 1	$ 750	$1,250	$1,500
Following	2nd payment	January 1	$ 750	$1,250	$1,500

Section 27.3: Health Insurance Upon Retirement. Effective July 1, 1977, the Employee shall continue to pay individual, two person and family coverage for the employee with ten years of seniority upon his/her retirement under the New York State Retirement System until such employee dies. This coverage shall be subject to the Agreement applicable at the time of retirement. Employees hired after March 9, 1977 shall be required to possess fifteen (15) years of seniority to qualify for this benefit. Employees hired after November 9, 1995 shall be required to possess twenty (20) years of seniority to qualify for this benefit. The employee's contribution rate during retirement will be the amount shown in the Agreement, as in effect for the year in which retirement occurs. When a retiree has reached sixty-five (65) years of age, and is eligible for Medicare, he/she is obligated to apply for Medicare Parts A & B. The cost of the Medicare Part B premium, shall be borne by the retiree. The Cattaraugus County Health Care Plan will become secondary to Medicare coverage.

In the event of the death of a spouse or divorce, the retiree shall be required to go from family coverage or two person coverage, whichever the case may be, to single coverage (unless there are eligible dependents, in which case the retiree shall go to single coverage as soon as the retiree no longer has eligible dependents). Thereafter, the retiree shall pay the single coverage or two-person coverage contribution rate, whichever is applicable, as in effect for the year in which retirement occurs. No retiree shall be permitted to add a spouse or eligible dependents to retiree coverage after the date of retirement. A retiree who declines the coverage available under this Section because of coverage available elsewhere will retain the right to rejoin the County plan under the standards set forth in this Section.

Section 27.4: Dental Insurance. The employer will pay the premium costs for single coverage under the First Ameritus dental insurance plan. Such coverage is for the employee only. The employee desiring family coverage shall pay the cost differential between single and family coverage. All coverage is subject to the rules and regulations of First Ameritus. Implementation is expected to be effective 1/1/2009, however depends upon the ability of First Ameritus to accommodate implementation.

Section 27.5: Health Care Cost Containment and the Health Insurance Committee.
The parties acknowledge their firm mutual commitment to long-range goals of health care cost containment. To this end, the parties agree that a Health Insurance Committee shall be continued, and shall be made up of four members appointed by the County Legislature and five members appointed by CSEA's Unit Presidents on behalf of its four County Bargaining Units, and one member who is also the President of the Sheriff's Association Supervisory Union. This committee shall meet during the stated term of the current collective negotiations agreement for any or all of the following purposes:

(1) reviewing the current Health Insurance Plan for any possible savings in premiums;

(2) investigating alternative coverage and/or carriers for possible savings;

(3) reviewing and investigating the concept of self-insurance for the County. These investigations shall include, but are not limited to funding, reserves, benefits, administrative providers, managed care, et cetra.

ARTICLE 28
Retirement

Section 28.1: The Employer shall provide the "Improved 25 - Year Career Plan, Section 75 (i) of the New York State Retirement System along with the "Accumulated Sick Leave Rider," Section 41 (j), the $20,000 Death Benefit Rider, Section 60 (b), and the corresponding Social Security Benefits.

ARTICLE 29
Workers' Compensation

Section 29.1: The Employer shall continue to provide Workers Compensation Insurance for all personnel. An employee injured while on duty is herewith required to file a accident report with his/her Department Head within three (3) days. Proper forms are available in the office of the heads of the departments.

All employees, while under workers' compensation benefits, may elect to take sick leave, vacation, holiday and/or personal time up to the amount accumulated by the individual in lieu of any compensation benefits due him or her.

When the Employer is reimbursed by the Workers' Compensation Insurance carrier for remunerating employees for that portion of leave credits utilized while injured or ill, the employee will have their leave credits restored from the source from which utilized, such as sick, vacation, or holiday leave.

Section 29.2: If an employee is hurt while on the job, he/she shall be allowed to go to his/her doctor and/or hospital for treatment without loss of pay or leave of absence such as sick time for the day injured.

Section 29.3: An employee shall be allowed to attend Workers' Compensation hearings without suffering a loss of leave time or pay.

ARTICLE 30
Salary Rules

Section 30.1: Increments. Salary increments are not mandatory. Each employee shall be entitled to one meritorious increment per year up to a maximum for the position provided that the increment is recommended by the Department Head.

Employees appointed either originally or through promotion prior to July 1, shall be eligible to receive a meritorious increment on January 1. Employees appointed after July 1, and prior to January 1, will be eligible to receive a meritorious increment July 1.

An employee who is not awarded a meritorious increment on the date eligible, will be eligible to be recommended six months after he/she has been denied the increment, if his/her work performance has improved sufficiently to warrant recommendation. An employee may appeal the denial of a meritorious increment through the Grievance Procedure beginning at the second stage.

No employee shall receive more than one (1) meritorious increment in any twelve month period.

Section 30.2: Promotion. If an employee receives a promotion to a position within title in the unit, such employee shall be placed on a step which provides him/her with pay increase the value of which shall be at least the value of a full incremental step in the grade to which the employee is promoted.

Section 30.3: Job Classification. A form shall be available to all employees who wish to appeal the job classification their position is assigned to. The form should be submitted to the Civil Service Commission. After review, the Civil Service Commission will inform the employee of their decision.

Section 30.4: Salary Review. Employees who wish to appeal the assignment of their salary to a specific salary grade shall notify the Union and any adjustment in salary grade shall be subject to mutual agreement between the Union and the Employer.

Section 30.5: Employee Evaluation. The Employer shall have the right to compile and keep an employee's evaluation form.

Each employee will be given an opportunity to attach written comments to his/her evaluation. Each evaluation form must be signed by the employee before the final review by the Department Head. This signature indicates only that the employee has been given an opportunity to comment on its contents.

This employee evaluation may be appealed through the Grievance Procedure.

ARTICLE 31
Overtime

Section 31.1: Overtime Distribution. Overtime shall be distributed equally to all employees by location, function, or other reasonable limitations established by the Employer.

If an employee in line for overtime refuses or is unavailable to work that overtime, then such unavailability or refusal will be counted as his or her turn of overtime in the rotation of employees. Employees may elect to sign a form stipulating that they waive their rights to voluntary overtime. This stipulation may be withdrawn by the employee by giving their Department Head sixty (60) working days notice in writing.

Section 31.2: Priority. When overtime work is available in a department, priority shall be given to the employee in that specific department. An employee working in e specific job title shall be given preference as to overtime when such overtime work is required within that job title.

Section 31.3: Curtailment. The Employer shall not curtail the regular shift of regular work week of an employee to prevent paying overtime unless the individual employee and the Employer mutually agree.

Section 31.4: Rate. All hours worked over eight (8) in a day or forty (40) hours per week shall be paid at a rate of time and one-half (1 1/2) for all employees.

The overtime rate shall be computed on the average hourly rate for the day worked or which overtime is earned.

All contractual paid leave benefits shall count as time worked in the computation of overtime.

Section 31.5: Compensatory Time. a) The County shall allow each employee with normal work week of thirty-five (35) hours to accrue up to eighty (80) hours of compensatory time. All unused compensatory time standing to the credit of the employer on December 31st of any year shall be paid to the employee on the second pay day of January.

b) Upon death, retirement, or other type of separation from service, an employee or his/her estate shall be paid for all unused compensatory time at the appropriate rate of pay.

c) The County shall allow each employee with a work week of forty (40) hours to accrue up to eighty (80) hours of compensatory time. All unused compensatory time standing to the credit of the employee on December 31st of any year shall be paid to the employee on the second pay day in January.

ARTICLE 32
On Call

Section 32.1: Definition. Employees working on call will do so according to a schedule established at least one week in advance by their Department Head. This schedule will only be broken in emergencies or by mutual consent. Employees working on call assume the responsibility for being near a telephone at all times unless the Employer provides an electronic pager, in order to be ready to answer a summons to work.

Section 32.2: Compensation. Effective May 1, 1998, on-call employees will be compensated for each day on call in the following manner:

a) Two (2) hours at their regular straight time rate for service commencing on Monday, Tuesday, Wednesday, Thursday, and Friday.
b) Four (4) hours at their regular straight time rate for service commencing on Saturday, Sunday, and a holiday as defined in this Agreement.

Time earned in this manner shall not count as time worked for the computation of overtime.

Section 32.2a: On Call Pay. Supervising Community Health Nurses, Unit Supervisors and Case Supervisors who are assigned to On-Call duties shall be compensated for actual and necessary work, including time spent on the telephone, which is performed in excess of that which is provided for in the on-call stipend, Section 32.2. Employees compensated under this article must maintain and present logs, which substantiate the claim for additional payment. Any compensation due under this section shall be paid in accordance with the overtime provisions set forth in Article 31.4 of this Agreement.

Section 32.3: Recall. On-call employees will only be compensated under the recall provision when a call requires them to go on active duty. On-call employees will not receive recall pay for answering the telephone and reassigning the case.

ARTICLE 33
Discipline and Discharge

Section 33.1: Exclusive Procedure. An employee covered by this agreement who has successfully completed his/her probationary period in the position, and is eligible for coverage under Sections 75 and 76 of the Civil Service Law, shall utilize this procedure for disciplinary and discharge matters in lieu and in place of the procedures specified it Sections 75, 76, and 77 of the Civil Service Law. An employee not eligible for coverage pursuant to Civil Service Law Section 75 shall, nonetheless, be granted the coverage of this Article upon the completion of eighteen (18) months of permanent continuous service

Section 33.2: Notice. Disciplinary action shall include, but is not limited to written reprimands, suspension, demotion, discharge, fines, or any combination thereof or other such penalties as may be imposed by the Employer. A notice of such discipline shall be made in writing and served upon the employee with a copy to the CSEA Labor Relations Specialist and the County Human Resources Director. A notice that a disciplinary action is taking place will also be served upon the Unit President or his/her designee. The specific act; for which discipline is being imposed and the penalty shall be specified in the notice Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. The time limits for presenting a grievance as defined in this article will commence at the time of receipt of the notice of discipline by the employee.

Section 33.3: Grievance and Arbitration. If the employee disagrees with the disciplinary action imposed, the employee and/or CSEA may submit a grievance at the Step 2 level of the Grievance Procedure as specified in Article 34 of this Agreement. Failure to submit a grievance within ten (10) days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the CSEA and the matter will be settled in it's entirety. Subject to a mutual written agreement between the CSEA and the County Human Resources Director, the time limit herein-above specified may be extended.

Section 33.4: Right to Representation. An employee shall have the right to be represented in disciplinary matters by a CSEA representative if the employee elects to do so. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Department Head and the employee may waive his/her rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

Section 33.5: Limitation. No disciplinary action shall be commenced by the County more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered provided, however, that such time limitation shall not apply when the act(s) would, if proved in a court of appropriate jurisdiction, constitute a crime.

ARTICLE 34
Grievance Procedures

DECLARATION OF BASIC PRINCIPLES

Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the Grievance Procedure.

Section 34.1: Definitions. As herein used, the following terms shall have the following meaning:

a) **"Employee"** shall mean any member of the Bargaining Unit.

b) **"Grievance"** shall mean any claimed violation, misinterpretation, or inequitable application of the terms and conditions of this Agreement, existing laws, rules, procedures, regulations, administrative orders or work rules of the Employer.

c) **"Department"** shall mean any office, department, board, commission, or other agency of the government of the County.

d) **"Immediate Supervisor"** shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his/her time records and evaluates his/her work performance.

e) **"Department Head"** shall mean that person so designated pursuant to charter local law, administrative code, rules, or resolution of the County Legislature as the head of a department, or the person designated by such department head to answer the grievance.

f) **"Decision"** shall mean the ruling, determination, or report of disposition made by an immediate supervisor, department head, or arbitrator after a grievance is heard or submitted as in this Article provided.

g) **"Days"** shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Article. Pass days in the Division of Nursing Homes shall not be excluded.

Section 34.2: Grievance Steps

Step 1: Department Head. If an employee has a grievance, it shall be presented to the Department Head, in writing, within thirty (30) calendar days after the occurrence of the event or matter which resulted in the grievance. The Department Head shall then answer the grievance in writing within fifteen (15) working days.

Step 2: Human Resources Director. If the Grievant is still dissatisfied after the Step 1 answer is issued, then the Union or the Grievant may appeal the Department Head's Decision by filing the grievance with the County Human Resources Director, within ten (10) days of the day on which the Union received the Department Head's 1st Step Answer. The Human Resources Director or a Hearing Officer designated by him/her, shall schedule a hearing, or hold a conference to determine the facts and arguments, within ten (10) days of the receipt of a request for a Step 2 review. The Hearing Officer shall then render a written Decision within fifteen (15) working days. If the Union and the Employer mutually agree, a second step hearing may be waived in a disciplinary grievance, and the Union may then proceed directly to Arbitration, pursuant to Step 3 of this Section.

Step 3: Arbitration. Following the issuance of the Step 2 Decision, the Union may choose to further pursue the issue to arbitration. If the Union decides to file for arbitration it must do so not less than twenty (20) days after the second step Decision is issued. If the parties are unable to mutually agree on the selection of an arbitrator within three (3) days of the demand for arbitration, the parties shall select an arbitrator pursuant to the standards and procedures of the Public Employee Relations Board (PERB).

Section 34.3a: Additional Provisions. All cost and expenses incurred by the arbitration will be borne equally by the two parties. The fees and expenses of the arbitrator and the costs of the hearing rooms shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other party.

Section 34.3b: No arbitrator shall decide more than one (1) grievance at the same hearing or series of hearings, except by mutual agreement of the parties.

Section 34.3c: The arbitrator shall have no power to amend, modify, or delete any provisions of this Agreement.

Section 34.3d: Employees required to testify, grievant(s), and grievance representative will be allowed to attend said hearings with no loss in pay.

Section 34.3e: The decision of the arbitrator shall be final.

Waivers or Extension of Time

The time limitation for the presentation and resolution of grievances as hereinabove fixed may be waived or extended by mutual agreement of the parties involved. If the parties have not agreed to an extension of the time limits for the resolution of a particular grievance, and the Employer exceeds the time limits set out in this Article, then the Union's Labor Relations Specialist, or Attorney, may move the grievance to the next step of the procedure by giving the Human Resources Director, Unit President, and Grievant written notice of such.

ARTICLE 35
Compensation

Section 35.1: Salary Plan. Employees covered by this Agreement shall be paid pursuant to the Salary Plans attached hereto as "Appendix E".

Section 35.1a: Employees appointed on or after July 1, 2007, shall only be eligible to go to Step "D" of the salary schedule.

Section 35.2: Wages. All employees covered under this Agreement will have their wages and salaries increased as follows:

2009 Effective January 1, 2009, a 3% increase in the rates in effect on December 31, 2008, plus increment if due

2010 Effective January 1, 2010, a 3% increase in the rates in effect on December 31, 2009, plus increment if due

2011 Effective January 1, 2011, a 3% increase in the rates in effect on December 31, 2010, plus increment if due

2012 Effective January 1, 2012, a 3% increase in the rates in effect on December 31, 2011, plus increment if due

Section 35.3: Recall. Any employee recalled to work shall be guaranteed four (4) hours minimum pay with time and one-half (1 1/2) after eight (8) hours per day or forty (40) hours per week.

Section 35.4: Shift Differential. Effective January 1, 2005, a shift differential of $.40 cents per hour shall be granted for the second shift and a shift differential of $.45 cents per hours shall be granted for the third shift. For the purposes of this Section, the second shift is described as when the majority of the regular working hours are after 3:00 p.m. and before 11:00 p.m., and the third shift is described as when the majority of the regular working hours are after 11:00 p.m. and before 8:00 a.m.

Section 35.5: Mileage Reimbursement. The mileage rate utilized for reimbursement of necessary business travel will be the beginning rate established by the Federal Internal Revenue Service. An individual employee who reaches 15,000 miles, or such number of miles as may hereafter be established by the IRS, so, that a portion of the rate would then be regarded as additional income, may provide that their reimbursement rate be reduced by contacting the Office of the County Treasurer.

Section 35.5a: Reimbursable Mileage.

a. An employee shall be reimbursed for all mileage traveled on County business minus normal commutation and personal business, unless otherwise indicated in this section. The normal commutation shall be defined as the "Post of Duty" which shall mean the place of business in Cattaraugus County where the employee regularly performs his or her single most County work. Such reimbursement shall be at the IRS rate in effect on the date of travel. Each employee shall have only one normally assigned work location.

b. Notwithstanding the language set forth above, any employee who travels outside the County on business, on any type of emergency basis and/or for the convenience of the County, shall receive reimbursement for all miles driven.

c. Prior to reimbursement, the employee shall be required to adequately account for all miles to be reimbursed by filing a travel expense voucher with the department head or his or her designee for approval.

d. Under no circumstances, shall additional mileage be allowed for more than one person traveling in the same vehicle.

e. Parking, garage storage expense, Thruway and other tolls, and travel by public transportation shall be reimbursable and must be supported by vendor receipts, ticket stubs, or other evidence of amounts.

f. Every effort shall be made so that more than one employee can ride in the same car when traveling to the same place.

g. When an employee is required to drive his or her personal vehicle on a regularly assigned workday, to a temporary or alternate work location within the County, the employee shall be reimbursed mileage in excess of his or her normal home to work commute.

h. When an employee is required to report to a work location, (other than his or her regularly assigned post of duty,) on a day other than their regularly assigned workday, all business related mileage shall be reimbursed.

i. On a regular scheduled work day when an employee travels from home to his or her first job site, mileage begins when the employee reaches the first job site, or would have reached his or her normally-assigned work location if the employee had traveled directly to the normally-assigned work location if such distance is greater. When an employee travels from the last job site home, mileage ends when the employee leaves the last job site, or would have left the normally-assigned work location if such distance is greater.

Section 35.5b: Compensable Travel Time

a. When an employee who is paid on an hourly basis is outside the County on County business, such person shall be paid only for the hours of his or her regular shift, except that in addition thereto, such person shall be paid for the time actually traveled when such travel is not performed during such work shift and shall also be paid for time spent while actually working on county business, in addition to such regular work shift.

b. When a department head approves an employee's attendance at training, conferences, conventions or meetings away from his or her normally-assigned work location, such employee will take all reasonable efforts to carpool with other employees traveling to the same training, conference, convention or meeting. Regardless of who is driving the vehicle to such training, conference or meeting, all employees attending shall be paid for the time traveling to, and from, such meeting. If the travel time and time spent at the training, conference or meeting results in the employee working beyond his or her regular work hours for any day, then such hours beyond the regular work day shall be considered additional work time and paid as such, or compensatory time shall be given equal to the additional work time, as mutually agreed upon by the employee and department head.

c. When an employee is traveling as part of his or her employment duties, such travel from job site to job site during the workday shall be counted as hours worked. When an employee is required to report to his or her normally-assigned work location to receive instructions, pick up materials needed to perform his or her job, or to perform other work duties, the travel time from the normally-assigned work location to, or from, another job site also shall be counted as hours worked.

d. On a regular scheduled work day when an employee travels from home to his or her first job site, hours "on the clock" begins when the employees reaches the first job site, or would have reached his or her normally-assigned work location of the employee had traveled directly to the normally-assigned work location, whichever is earlier. When an employee travels from the last job site to home, hours "on the clock" end when the employee leaves the last job site, or would have left the normally-assigned work location to arrive home at the same time, whichever is later.

Section 35.6: Longevity Increments. The County agrees to pay longevity increment as follows:

Effective January 1, 2005, and annually thereafter, employees shall be paid longevity increments pursuant to the following schedule:

January 1, 2005:	
10 years of service	$ 300.00
15 years of service	500.00
20 years of service	700.00
25 years of service	1,000.00
30 years of service	1,200.00
January 1, 2006:	
10 years of service	$ 350.00
15 years of service	600.00
20 years of service	850.00
25 years of service	1,200.00
30 years of service	1,500.00

Payment of longevity increments will begin on January 1st of the year the employee becomes eligible to receive longevity.

The longevity payment shall be added to the salary or hourly rate of the salary schedule in Appendix E and shall a part of the employees hourly rate. Employees with years of service between the years stated above, shall be placed on the longevity step immediately below their accrual years of service, i.e. 11 years (10 year increment), 23 years (20 year increment).

Section 35.7: Work in Higher Classification. If an employee is assigned by management and performs work in a classification which is in a grade higher than his or her own for consecutive period of three (3) working days or more, he or she shall be paid at the rate for the higher grade for all time worked in such classification.

Section 35.8: Public Health Nurses. All scheduled nursing visits for Public Health Nurses and Registered Nurses in Public Health on other than regular work days shall be compensated at the rate of the four (4) hour minimum.

Section 35.9: Deferred Compensation. The County Legislature in conjunction with CSEA Local 805 has established a tax shelter annuity plan .pursuant to the Internal Revenue Code Section 457 (g). The Plan offers both a Group Fixed Retirement Contract and a Group Flexible Fund Retirement Contract as an investment option to County employees. Contributions to the plan are made by payroll deduction within the amounts dictated by the contract.

Section 35.10: Tuition Reimbursement. Subject to the recommendation of the Department Head and with prior approval of the County Human Resources Director, employees may receive tuition reimbursement for course work or work-related training taken outside of normal working hours. Courses must be taken at an educational institution which is approved or accredited by the New York State Department of Education.

If approval is granted for such course(s), the employee will be eligible for a maximum reimbursement which shall not exceed 50% of the actual tuition cost to the employee, to a maximum of $600 paid out in any calendar year. Actual reimbursement shall be contingent upon the following:

Section 35.10a: The employee must submit documentation of the tuition cost paid by him/her for the course and proof that the course was successfully completed.

Section 35.10b: The employee must still be employed by the Employer at the time the course is completed.

In rendering determinations pursuant to this section, the Human Resources Director shall take into consideration such factors as the relevancy of course work to an employees' present or anticipated duties, benefits to accomplishing or improving the Employer's delivery of services, availability of appropriations, etc. The approval or disapproval of the County Human Resources Director shall be final and binding and no appeal to the grievance procedure is permitted. However, upon written request, an employee would be provided a written reason for disapproval.

Section 35.11: Meal Reimbursement. Noon day meals will be reimbursed by the Counts of Cattaraugus at the rates heretofore established as follows:

Section 3511a: Business Meetings. At business meetings where a meal is served.

Section 35.11b: Out of County. All "out-of-County business" which requires or necessitates the eating of a meal, either because of a business meeting or because business was continued through the meal time and a meal is eaten thereafter. Such meals shall be reimbursed at the actual reasonable costs as documented by a receipt.

Section 35.11c: In County. In County where an employee is necessitated to leave his or her office or area prior to 11:00 AM and does not return to his or her office location or area because of business prior to 2:00 PM will be reimbursed up to the maximum allowed for a meal eaten during this time period. No reimbursement will be allowed for any employee who falls within the time frame above described if that employee eats a meal during that time at his usual or customary office or area or is not inconvenienced by the work assignment.

The current in-County meal allowances are:

Breakfast	$ 5.00
Lunch	$ 5.00
Dinner	$15.00

Section 35.12: Employee Assistance Program. Effective July 1, 1998, the Employer will provide an Employee Assistance Program. Employee Services, Inc. will be the administrator of such plan. The plan will be the Basic Plan A. The Plan provides covered employees and immediate family members residing in the same household three (3) total counseling sessions with an ES network counselor for each unrelated family problem per agreement year. To access program services, covered clients must contact an ES case manager by calling the published toll-free telephone number. Covered clients that require a referral to the ES counselor network are provided two (2) initial counseling sessions to perform a clinical diagnostic evaluation, development of a treatment plan and referral to another provider if a specific clinical discipline is required. A third counseling session will be granted without restriction at the request of the ES network counselor or covered client.

ARTICLE 36
Vehicles

Section 36.1: The Employer shall have the right to cease supplying an Employer-owned vehicle to an employee who drove less than five thousand (5,000) miles in the preceding year on the Employer's business or who should reasonably be expected to drive less than five thousand (5,000) miles in the subsequent year on the Employer's business. The decision to withdraw will not be arbitrary or capricious and shall be subject to the grievance procedure.

Section 36.2: Employees not permanently assigned an Employer's vehicle shall be allowed to use their own vehicles for all long distance trips of less than 350 miles round trip. On trips of over 350 miles, they may be assigned an Employer-owned vehicle at the discretion of the Employer.

Section 36.3: During the month of January, the Employer shall decide whether to cease providing an employee with a County vehicle or to begin supplying an employee with a County vehicle. After that decision, the employee is required to provide a privately owned vehicle if a County vehicle has been withdrawn, or the Employer shall supply County vehicle. Such a change in responsibility for providing business transportation shall be implemented by the responsible party no later than March 1st and remain in force until January of the succeeding year. Between March 1st and January, any change from use of a privately owned vehicle to a County vehicle shall be for such periods as are mutually agreed to between the Employer and the individual employee.

Section 36.4: When requested to by his/her Department Head, an employee taking vacation of more than five (5) days shall leave the Employer-owned vehicle assigned to him/her at his/her headquarters.

Section 36.5: Effective January 1, 1977, The Employer shall not furnish a vehicle as term and condition of employment to new employees unless specifically provided for by written agreement at the time of hire.

ARTICLE 37
Parking

The Employer shall continue to provide the same areas for parking that it now provide When additional areas are needed, negotiations will be held on the matter.

ARTICLE 38

Pay for Service While Engaged in:
Firefighting, Emergency Ambulance Calls, and
Fire Investigation Activities, and
Hazardous Materials Emergency Response Activities (HAZ-MAT)

Section 38.1: An employee who is a member of a volunteer fire department or a member of the HAZ-MAT team shall be excused from work and shall not lose pay or leave benefits under the following conditions:

Section 38.1a: Where he/she is in or near his/her district and hears an alarm in order to report for a first response fire or emergency ambulance call.

Section 38.1b: For a second response fire call where a call is made to the fire control center of the Sheriff's and from there to the department in which the employee works. Chiefs of volunteer fire departments within the County will be notified each year of these provisions. Each Fire Chief will be responsible for providing to the County a list of the members of his fire department who are county employees, specifying the department in which each works. The County is not required to furnish any fireman transportation to the scene of the fire or emergency.

Section 38.2: If an employee has responded to a fire or emergency ambulance call while off duty and is so engaged at the time he/she is ordinarily required to report for work, he/she may remain on duty as long as reasonable without loss of pay or leave benefits until discharged by his/her Fire Chief.

Section 38.3: An employee who is a member of the Fire Investigation Unit of the Cattaraugus County Sheriff's Department shall be permitted to engage in Fire Investigation duties without loss of pay or leave benefits under the following conditions:

Section 38.3a: Where the Sheriff or Unit Team Leader determines that such member's presence is necessary and receives permission from the employee's Department Head, or designee, to utilize the employee.

Section 38.3b: It shall be the member's responsibility, consistent with the circumstances of a given case, to make such reasonable arrangements as are practicable to provide a transition in the job duties with which they are then engaged prior to reporting for duty with the Fire Investigation Unit.

Section 38.4: In order to receive pay pursuant to this Article, an employee must furnish a statement from his/her Fire Chief or the Sheriff, as the case may be, indicating time necessarily devoted to firefighting, emergency ambulance calls or fire investigation duties.

ARTICLE 39

Personal Property Policy

Section 39.1: The Employer shall be responsible for the replacement or payment of personal property, excluding clothing, which is damaged or destroyed as a result of carrying out his or her responsibilities while on the job up to one hundred dollars ($100) per incident and two hundred fifty dollars ($250) maximum annually per employee. Personal cell phones not required for use by the employer, unless otherwise approved for use on the job by the employee's supervisor, are specifically excluded from this section.

ARTICLE 4O
Organizational Chart

Section 40.1: The Employer agrees that it will make available to each Department the County Organizational Chart as it pertains to that Department, so that supervisory employees may review same.

ARTICLE 41
No Strike / No Lockout Clause

Section 41.1: The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, slow down, or demonstration, interfering with the departmental operations, or to impose an obligation upon its members to conduct, or to participate in, such a strike.

The Employer, its representatives and/or agents agree that they shall not lockout any employee covered under this contract.

ARTICLE 42
Savings Clause

Section 42.1: The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section 42.2: This Agreement constitutes the entire Agreement between the part and no verbal statement or other Agreement in whatever form except as an amendment this Agreement in writing annexed hereto and specifically designated as an amendment to this Agreement, shall supersede or vary any of the provisions contained herein.

Section 42.3: If any Article or Section of this Agreement is found to be inoperative a court of competent jurisdiction or a federal or state law, the remaining Articles and Sections shall remain in full force. The parties further agree to meet within 30 days renegotiate the negated clause.

ARTICLE 43
Term of Agreement

Section 43.1: *This* Agreement covers the period January 1, 2009 to December 31, 2012.

ARTICLE 44
Indemnification Provision

Section 44.1: The County shall indemnify its employees as provided in Local Law 20-1983, from time to time as amended.

ADDENDUM A
Department of Public Works

PURPOSE: The purpose of this addendum is to include items in the Agreement which pertain uniquely and specifically to the Department of Public Works. Any items contained in this addendum, which conflict with, abridge, enlarge, or otherwise alter items contained in the main body of the Agreement, shall supersede those items as they pertain to employee in the Department of Public Works.

HIGHWAY DIVISION (ONLY)

Section Addendum A.1: Continuous Duty. An employee shall not be required to work more than twelve (12) hours continuously per day unless he/she so wishes, except it cases of extreme emergency.

Section Addendum A.2a: Clothing Allowance. Coveralls. The Employer agrees to provide coverall service, limited to one set of work clothes per week for laundering, for all mechanic maintenance personnel and welders.

Section Addendum A.2b: Work Gloves. The Employer shall provide the employee(s) so needing them, gloves. To receive a new pair, the employee must turn in the old pair.

Section Addendum A.3.- Tool Allowance/ Reimbursement. Employees classified as a Bridge Construction Supervisor, Highway Maintenance Worker and Senior Maintenance Mechanic shall receive:

a. twenty-five ($25.00) per month allowance for the maintenance of tools utilized in the performance of their duties, and;
b. forty dollars ($40.00) per month allowance for the purpose of purchasing tools needed to perform various tasks inherent in their job classification. This allowance is separate from the amount specified in the above paragraph. Any purchases pursuant to this subsection, must be substantiated by a valid receipt of such purchase.

The parties further agree that payment made pursuant to the provisions of this section will be made in January, April, July, and October for the preceding quarter months). Employees may submit receipts at any time during the quarter in which the expense occurred, but not later than one week after the start of the month in which payment is to be made. Receipts for the quarter may total one hundred twenty dollar ($120.00), regardless of the month of the quarter in which tools are purchased.

Section Addendum A.4: Clothing Allowance/ Shoe Allowance. The Employer shall provide an annual allowance in the sum of seventy-five dollars ($75.00) to eligible employees to wear protective footwear. Protective footwear shall consist of leather style, steel-toed boots or work-type shoes. Payment of the seventy-five dollars ($75.00) shall be in voucher form. The Employer reserves the right to select the vendors from which the employee shall purchase footwear. The Employer shall notify employees in the month of January each year as to the providing vendor for the year. Employees purchasing footwear shall be personally liable for all costs in excess of seventy-five dollars ($75.00). Employees who voluntarily accept this shoe allowance shall be required to wear the shoes.

Section A.5: Friday Vacation. During the week in which a holiday occurs, employees wishing to take a vacation day on a Friday must secure the permission of the Department Head before the start of the shift during which he/she wishes to be absent.

Section A.6: Winter Schedule.

Section A.6.1: Premium Pay. Employees required to work the winter schedule will receive premium pay as follows:

Effective 01/01/01	-	$.35 per hour premium
Effective 01/01/02	-	$.40 per hour premium
Effective 01/01/03	-	$.45 per hour premium
Effective 01/01/04	-	$.50 per hour premium

REFUSE DIVISION (ONLY)

Section Addendum A.7: Employees of the Refuse Division will be provided with a one-week preposted work schedule. The schedule will be posted fourteen (14) days prior to the onset of the work week (Sunday).

Employees wishing to break the schedule on Saturdays shall notify their Department Heads twenty-four (24) hours in advance and employees wishing to break the schedule on Mondays shall notify their Department Heads not later than 1:00 p.m. on the preceding Saturday. This procedure governs the use of vacation time only with other leave continuing according to present practice.

ADDENDUM B

Department of Nursing Homes

PURPOSE: The purpose of this addendum is to include items in the Agreement which pertain uniquely and specifically to the Department of Nursing Homes. Any items contained in this addendum which conflict with, abridge, enlarge, or otherwise alter items contained in the main body of the Agreement, shall supersede those items as they pertain to employees in the Department of Nursing Homes.

Section Addendum B.1a: Annual Physicals. Employees required by the State Health Code to have annual physicals shall receive those physicals at the Employer's expense by a County appointed physician. At the Employer's option, employees will be scheduled for physicals at the facility they are assigned. If employees must leave the facility during scheduled working hours for their physicals, they will not be docked for the time nor will the time be charged to accrued benefit time. The Employer will not pay mileage for traveling to their annual physical.

Section Addendum B.2b: Personal Illness. Employees in the Department of Nursing Homes will report any signs or symptoms of personal illness to their supervisor immediately. Any employee found to have or suspected of having an infectious condition shall be removed from duty and not returned to duty until the Employer's physician's approval is given, which shall be supplied at County expense.

Section Addendum B.2a: Vacations. Employees who receive promotions to new job titles or who elect to change shifts after the vacation schedule is finalized March 1, may be required to forfeit their right to vacation at the time specified on the finalized vacation schedule. The Department of Nursing Homes will attempt to honor the previously scheduled vacation time unless there is a conflict which cannot be resolved. Employees will be informed before they accept a promotion or are assigned to a different shift whether they will have to forfeit their scheduled vacation time.

Section Addendum B.2b: Unscheduled Vacations: Employees of the Department of Nursing Homes are not eligible for one-day emergency vacations, except as provided in Section 3(B).

Section Addendum B.2c: Holiday Season Vacations. Employees in the Department of Nursing Homes who are serving in classifications which provide continuous or extended service or direct patient treatment will not be scheduled off for any vacations from December 15 until January 1, in order that as many oft he staff as possible can be scheduled off on one of the three holidays: Thanksgiving, Christmas, or New Years. However, employees involved in support of such direct patient treatment may be approved for unscheduled vacation during this period as provided in Article 17, Section 4, second paragraph, if the Employer determines such approval is consistent with operational needs. Time off for these three holidays shall be chosen by seniority by title. The administration of the Department of Nursing Homes will make every effort to schedule as many employees as possible off on these holidays and to insure that every employee is scheduled off at least one of these holidays.

Section Addendum B.3: Holidays. Employees shall be granted eleven (11) days in lieu of holidays. Two holidays shall be credited on the first day of January. Thereafter, one holiday shall be credited on the first day of each month February through October. The Employer may schedule an employee to use a holiday any day when one is generally observed by the County. If an employee works on the day of a generally observed holiday, he or she, in conjunction with the Employer, shall decide what day shall be taken off in lieu of the holiday If the employee is unable to take the day(s) off, then the employee shall be paid for holidays, as standing to their credit on December 31 of each year.

Employees may also be compensated for holidays standing to their credit during other payroll periods if such requests are approved by the Employer. Days scheduled as holidays count as time worked in the computation of overtime. Employees receiving pay for holidays instead of a day off are compensated at the straight-time rate.

The Director shall declare County holidays, when the administrative offices shall be closed. A clerical employee who does not have holiday leave standing to their credit on such declared holiday may be approved for use of vacation or personal leave.

In the event two employees choose the same holiday, the employee making the first choice shall receive the holiday, except where two employees choose the same holiday on the same day (date of form), then seniority by title shall prevail.

Section Addendum B.4a: Preposted Schedule. The employee, in conjunction with the Employer, may modify the preposted schedule between the first and seventh day after posting. Thereafter, no other modifications may be made in the posted schedule with the exception of Personal Leave Days, Sick Time, and the Vacation Time allowed in the (B) part of this section provided, however, nurses may, through mutual agreement, and with the approval of the Administrator or Director of Nursing, agree to switch responsibility for working a scheduled shift or day with another nurse. Notwithstanding any other provisions of this Agreement, such switch or swap shall not result in the payment of overtime.

Section Addendum B.4b: After the preposted schedule is finalized and an employee finds it necessary to be absent because of illness, but has no accumulated sick leave or personal leave days, the employee may use up to five (5) accumulated vacation days per year to satisfy the preposted schedule. The use of these days:

(a) must be substantiated by a physician's statement which states the nature of the illness and duration of the illness;
(b) does include family sickness as specified in Article XVII, Section 1;
(c) with the exception of sick or personal leave time, and this provision, no changes can be made in the preposted schedule.

Section Addendum B.5: Shift Differential. A shift differential shall be granted for the second and third shift as follows:

	Per Hour	
	2nd Shift	***3rd Shift***
Effective 01/01/04	$.40	$.45

For the purposes of this section, the second shift is described as when the majority of the regular working hours are after 3:00 p.m. and before 11:00 p.m., and the third shift is described as when the majority of the regular working hours are after 11:00 p.m. and before 8:00 a.m.

Section Addendum B.6:Uniform Allowance. Effective January 1, 2009, the County agrees that each employee required to wear a uniform shall have the uniform supplied by the County, or receive $100.00 per year; to be paid in the first payroll period after July 1st of each year. Employees shall not be entitled to payment until completion of their probationary period.

Section Addendum B.: Supervisory Meetings. Where a supervisor is required to report to the work place to attend a meeting on their regular day off, he/she shall receive a minimum pay of two hours at the appropriate rate.

APPENDIX A

Health Insurance Waiver Form

HEALTH INSURANCE WAIVER

NO COUNTY PROVIDED HEALTH INSURANCE
FOR YOU OR YOUR FAMILY MEMBERS WILL BE
CONTINUED UNDER THE EFFECTIVE TERMS OF THIS WAIVER!

I hereby for myself, my heirs, executors, and administrators, waive my rights to County-provided health insurance coverage pursuant to the Collective Bargaining Agreement(s) between the County of Cattaraugus and the Cattaraugus County Units of Local 805, CSEA, Local 1000, AFSCME, AFL-CIO.

I understand the RISK inherent in electing the Health Insurance Waiver Option and assume any and all responsibility for said RISK to myself, my heirs, executors, and administrators.

I release any and all rights and claims I may have against the County of Cattaraugus and/or the Cattaraugus County Units of Local 805, CSEA, Local 1000, AFSCME, AFLCIO and their respective representatives as a result of my waiver of health insurance coverage to which I was previously entitled.

I understand that once this waiver of health insurance coverage is in effect, I may not re-enter any County provided insurance plan until the next open period occurs, except as may otherwise be provided in Article 27.

I have read the above waiver and upon my reading, fully understand its contents.

_____ _____

Employee's Signature Date

_____ _____

Signature, CSEA Representative Local 805 Date

_____ _____

Signature, Cattaraugus County Risk Manager Date

APPENDIX B

SPECIAL MEMORANDUM OF UNDERSTANDING

COUNTY HEALTH INSURANCE PLAN

between the

COUNTY OF CATTARAUGUS

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO, CSEA LOCAL 805

Cattaraugus County Employee Unit
Cattaraugus County Supervisory Unit
Cattaraugus County Sheriff's Department Unit
Cattaraugus County Sheriff's Department Deputy Unit

At the Health Insurance Advisory committee meeting of August 4, 2007, CSEA and the County of Cattaraugus have agreed to the following issues regarding the County Health Insurance Plan:

1. The County and the Union support the following changes in the County Health Insurance Plan, and will submit such recommended changes to the Union membership and the County Legislature for ratification:

See attachment entitled: "Health Insurance Update" for defined changes in the County Health Insurance Plan effective January 1, 2004

2. The County and the Union agree that upon ratification of the aforementioned changes to the County health Insurance Plan, by both the County Legislature and each Cattaraugus County CSEA Unit, that the County and CSEA agree not to conduct further negotiations regarding the Health Insurance Plan until January 1, 2007, unless a specific agreement to do so is agreed upon by the County and an individual CSEA Unit.

3. The Union will conduct a membership information meeting on August 27 and 28, 2003, with a subsequent vote occurring on September 4, 2003.

FOR THE COUNTY

Earl R. Helms, Chairman
Labor Relations Committee

Elliott J. Ellis, Jr., Vice-Chairman
Labor Relations Committee

Howard M. Peterson, Director
Human Resources

Ernest J. Dustman, Sheriff

Date: August 4, 2003

FOR THE UNION

Richard Toth, CSEA
Labor Relations Specialist

Timothy Anderson, President
CSEA, Inc., Local 1000, AFSCME, AFL-CIO

Donna Vickman, President
Employee Unit

Paula Mohr, President
Supervisory Unit

Frank Kusiowski, President
Sheriff's Department Unit

David Tobia, President
Sheriff's Department Deputy Unit

APPENDIX C

SPECIAL MEMORANDUM OF UNDERSTANDING

COUNTY HEALTH INSURANCE PLAN

between the

COUNTY OF CATTARAUGUS

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO, CSEA LOCAL 805
Cattaraugus County Employee Unit
Cattaraugus County Supervisory Unit
Cattaraugus County Sheriff's Department Unit
Cattaraugus County Sheriff's Department Deputy Unit

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Employee Unit

Paula Mohr, President
Supervisory Unit

Frank Kusiowski, President
Sheriff's Department Unit

David Tobia, President
Sheriff's Department Deputy Unit

Health Insurance Update

The Leadership of CSEA's General Bargaining Unit, Supervisory Unit, Sheriff's Unit, and Deputy's Unit plus the Deputy Sheriff's Association Supervisory Unit are pleased to announce that they have reached a Tentative Agreement with the County on updates to our Health Insurance Benefits Package. This handout lists the amendments that were included in the Tentative Agreement. There will be informational meetings held on August 27th and 28th to discuss these amendments, and all County employees are encouraged to attend one of these meetings. There will be postings on the CSEA Bulletin Boards listing the dates and locations of the meetings. On Thursday, September 4, 2003, members of the 4 CSEA Units and the Deputy Sheriff's Unit will vote on this Tentative Agreement. If this package is ratified by the Union membership, the Legislators will vote on accepting it on Wed, September 10, 2003.

~ ~

TENTATIVE AGREEMENT

1. THERE WILL BE NO CHANGES IN BENEFIT LEVEL COVERAGE

2. EFFECTIVE JANUARY 1, 2004, EMPLOYEE PAYROLL CONTRIBUTIONS FOR HEALTH INSURANCE COVERAGE SHALL BE AS FOLLOWS:

EFFECTIVE 1/1/04 ~	SINGLE COVERAGE	**$11.00** → **$12.75** PER PAY
	FAMILY COVERAGE	**$15.00** → **$17.25** PER PAY
EFFECTIVE 1/1/05 ~	SINGLE COVERAGE	**$12.75** → **$14.50** PER PAY
	FAMILY COVERAGE	**$17.25** → **$20.00** PER PAY
EFFECTIVE 1/1/06 ~	SINGLE COVERAGE	**$14.50** → **$16.75** PER PAY
	FAMILY COVERAGE	**$20.00** → **$23.00** PER PAY
EFFECTIVE 1/1/07 ~	SINGLE COVERAGE	**$16.75** → **$20.00** PER PAY
	FAMILY COVERAGE	**$23.00** → **$25.00** PER PAY

3. **EFFECTIVE JANUARY 1, 2004, THE FOLLOWING CO-PAYMENTS AND DEDUCTIBLES SHALL BE PAID FOR BASIC BENEFITS. CHANGES IN CO-PAY'S AND DEDUCTIBLES ARE IN 'BOLD':**

SCHEDULE OF BENEFITS ~ BASIC BENEFITS

BENEFIT DESCRIPTION	IN-NETWORK	OUT-OF-NETWORK
PRIMARY CARE PHYSICIAN VISIT	**$8.00 CO-PAY → $12.00 CO-PAY**	**80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F**
SPECIALIST VISISTS	**$10.00 CO-PAY → $12.00 CO-PAY**	**80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F**
ADULT ROUTINE PHYSICAL ~ OFFICE VISIT ONLY	COVERED IN FULL	**80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F**
WELL BABY / CHILD VISITS	COVERED IN FULL (UP TO AGE 19) (IMMUNIZATIONS IN ACCORDANCE WITH THE AMERICAN ACADEMY OF PEDIATRICS)	**80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F**
OUTPATIENT LAB	COVERED IN FULL	**80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F**
OUTPATIENT X-RAY	COVERED IN FULL	**80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F**
OUTPATIENT DIAGNOSTIC PROCEDURES	**$10.00 CO-PAY → $15.00 CO-PAY**	**80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F**
HOSPITAL CARE (ROOM & BOARD, ANCILLARY SERVICES & SUPPLIES, DOCTOR'S VISITS, INPATIENT SURGERY, AND ANASTHESIA)	COVERED IN FULL (PRE-CERTIFICATION OF FACILITY NECESSARY)	**80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F**
OUTPATIENT SURGERY	COVERED IN FULL (PRE-CERTIFICATION OF FACILITY NECESSARY)	**80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F**
EMERGENCY ROOM CARE	$35.00 PER VISIT (WAIVED IF ADMITTED) NON-EMERGENCY 50% CO-PAY	$35.00 PER VISIT (WAIVED IF ADMITTED) NON-EMERGENCY 50% CO-PAY
URGENT CARE	**$10.00 → $12.00** PER VISIT	**$10.00 → $12.00** PER VISIT
MATERNITY SERVICES ** PRE & POST NATAL CARE	COVERED IN FULL (PRE-CERTIFICATION OF FACILITY NECESSARY)	**80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F**
AMBULANCE / EMERGENCY TRANSPORTATION (FOR ADVANCED LIFE SUPPORT ASSISTANCE)	$25.00 CO-PAY (WHEN MEDICALLY NECESSARY)	**80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F**
SKILLED NURSING FACILITY ***	COVERED IN FULL UP TO 90 DAYS PER MEMBER / PER YEAR (PRE-CERTIFICATION OF FACILITY NECESSARY)	**80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F**
HOME HEALTH CARE (CO-PAY WAIVED IF CATTARAUGUS COUNTY SERVICES UTILIZED)	$8.00 CO-PAY PER DAY LIMIT OF FOUR VISITS PER DAY (PRE-CERTIFICATION OF FACILITY NECESSARY)	**80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F**

HOSPICE VISITS	COVERED IN FULL 210 DAYS; 5 BEREAVEMENT	80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F
OUTPATIENT THERAPEUTIC SERVICES (INCLUDING CHEMOTHERAPY, RADIATION THERAPY, HEMODIALYSIS)	$10.00 CO-PAY → $15.00 CO-PAY FOR THE FIRST FIVE VISITS, THEN PAID IN FULL (PER RELATED DIAGNOSIS)	80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F
MENTAL HEALTH SERVICES		
INPATIENT MENTAL HEALTH	COVERED IN FULL UP TO 30 DAYS, PER MEMBER, PER YEAR; ANDFOR DAYS 31 – 60, 80% COVERAGE → 70% COVERAGE (PRE-CERTIFICATION OF FACILITY REQUIRED)	50 % COVERAGE (PRE-CERTIFICATION OF FACILITY NECESSARY)
OUTPATIENT MENTAL HEALTH	$10.00 CO-PAY → $12.00 CO-PAY FOR FIRST SIX VISITS; 50% CO-PAY FOR UP TO 20 VISITS PER MEMBER PER YEAR	50% COVERAGE UP TO 20 VISITS PER MEMBER PER YEAR
ALCOHOL/SUBSTANCE ABUSE SERVICES		
INPATIENT SUBSTANCE ABUSE REHABILITATION/DETOXIFICATION (MAXIMUM OF 3 ADMISSIONS / YEAR PER MEMBER)	COVERED IN FULL UP TO 30 DAYS FOR REHABILITATION PER MEMBER / YEAR. UP TO 7 DAYS PER MEMBER PER ADMISSION FOR DETOXIFICATION.	80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F UP TO 30 DAYS FOR REHABILITATION PER MEMBER PER YEAR. UP TO 7 DAYS PER MEMBER PER ADMISSION FOR DETOXIFICATION.
OUTPATIENT SUBSTANCE ABUSE VISITS	$8.00 → $12.00 CO-PAY UP TO 60 VISITS PER MEMBER / YEAR	80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F UP TO 60 VISITS PER MEMBER PER YEAR
OTHER SERVICES		
CHIROPRACTIC – ACUTE CARE	$10.00 CO-PAY UP TO 15 VISITS PER MEMBER, PER YEAR (IF ADDITIONAL VISITS ARE REQUIRED, AUTHORIZATION NEEDED FROM RMSCO)	80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F
OUTPATIENT PHYSICAL, SPEECH, OR OCCUPATIONAL THERAPY	$10.00 → $15.00 CO-PAY UP TO 20 VISITS PER MEMBER, PER YEAR. IF ADDITIONAL VISITS ARE REQUIRED, NEED AUTHORIZATION FROM PCP.	80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F UP TO 20 VISITS PER MEMBER, PER YEAR. IF ADDITIONAL VISITS ARE REQUIRED, NEED AUTHORIZATION FROM PCP.
DURABLE MEDICAL EQUIPMENT	30% CO-PAY FROM PARTICIPATING PROVIDER	80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F
DIABETIC DURABLE MEDICAL EQUIPMENT/SUPPLIES	$10.00 CO-PAY	80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F
OXYGEN SUPPLY	20% CO-PAY OF THE FIRST $2,500 OF EXPENSES, THEN COVERED AT 100% THEREAFTER	25% CO-PAY (SEE APPENDIX)
INTERNAL PROSTHETICS	COVERED IN FULL	80% COVERED AFTER $150-S / $300-F →70% COVERED AFTER $300-S / $600-F

EXTERNAL PROSTHETICS	20% CO-PAY	50% CO-PAY
DEPENDENT RIDERS	BASIC TO AGE 19 DEPENDENTS TO AGE 21, FULL-TIME STUDENTS TO AGE 25	BASIC TO AGE 19 DEPENDENTS TO AGE 21, FULL-TIME STUDENTS TO AGE 25
PRESCRIPTIONS:		
UP TO A 30-DAY SUPPLY~ GENERIC BRAND – NO GENERIC AVAILABLE BRAND NAME	**$3.00 → $ 5.00** **$5.00 →$10.00** **$7.00 → $15.00**	**$3.00 → $ 5.00** **$5.00 →$10.00** **$7.00 → $15.00**
90-DAY SUPPLY / MAIL ORDER~ GENERIC BRAND – NO GENERIC AVAILABLE BRAND NAME	**$3.00 → $10.00** **$5.00 → $20.00** **$7.00 → $30.00**	**$3.00 → $10.00** **$5.00 → $20.00** **$7.00 → $30.00**
	• NOTE: IF THE COST OF A PRESCRIPTION IS LESS THAN THE AMOUNT OF THE CO-PAY, YOU PAY THE COST OF PRESCRIPTION	• NOTE: IF THE COST OF A PRESCRIPTION IS LESS THAN THE AMOUNT OF THE CO-PAY, YOU PAY THE COST OF PRESCRIPTION

APPENDIX:

* EXCEPT WHERE OTHERWISE STATED, THE PLAN HAS A CALENDAR YEAR DEDUCTIBLE OF **($150.00 →) $300.00** INDIVIDUAL AND **($300.00 →)$600.00** FAMILY. WHERE THE DEDUCTIBLE APPLIES AND WHEN IT HAS BEEN MET, THE PLAN PAYS **(80% →) 70%** OF THE ALLOWANCE UNTIL CO-PAYMENTS REACH **($500 →) $1500.00** INDIVIDUAL AND **($1,000 →) $3,000** FAMILY, THEN PAYS **100%** OF THE ALLOWANCE FOR THE REMAINDER OF THAT YEAR. THERE IS A **$1,000,000** LIFETIME MAXIMUM PER MEMBER.

** HOME BIRTHS MUST BE COORDINATED IN CONJUNCTION WITH RMSCO'S NURSES AND THE SUBSCRIBER'S OWN PHYSICIAN IN CASE OF POSSIBLE COMPLICATIONS

*** THE COVERAGE IS LIMITED TO SERVICE PROVIDED BY OR UNDER THE SUPERVISION OF LICENSED NURSING PERSONNEL, FOR NON-CUSTODIAL CARE IF THE CARE IS IN LIEU OF HOSPITALIZATION FOR CARE OF THE CONDITION, ILLNESS, OR INJURY

**** HOME HEALTH CARE VISITS INCLUDE SKILLED NURSING, OCCUPATIONAL THERAPY, SPEECH THERAPY, PHYSICAL THERAPY, AND HOME HEALTH AID

OUT-OF-POCKET MAXIMUM IS ($500. →) $1500. INDIVIDUAL AND ($1,000. →) $3,000. FAMILY PER YEAR. APPLIES TO OUT-OF-NETWORK PERCENTAGE CO-PAYS AND PERCENT CO-PAYS IN NETWORK ONLY.

OXYGEN EXPENSES ARE TREATED AS A SEPARATE ITEM WITH ITS OWN OUT-OF-POCKET LIMITS IN- NETWORK. OUT-OF-NETOWRK COVERAGE REQUIRES ONGOING CO-PAYS AND DOES NOT SATISFY ANNUAL OUT-OF-POCKET LIMITS.

WHEN A RETIREE HAS REACHED SIXTY-FIVE (65) YEARS OF AGE, AND IS ELIGIVLE FOR MEDICARE, THEY ARE OBLIGATED TO APPLY FOR MEDICARE PARTS A & B. THE COST OF THE MEDICARE PART B PREMIUM SHALL BE BORNE BY THE REITREE. THE CATTARAUGUS COUNTY HEALTH PLAN WILL BECOME SECONDARY TO MEDICARE COVERAGE.

County Health Insurance Plan Revisions

1. Employee contributions shall be as defined in the Collective Bargaining Agreement, Article 27, Section 27.1.

	1/1/2009	1/1/2010
Benefit Description	In-Network	In-Network
Primary care physician visit	*$15 Copay*	*$20 Copay*
Specialist Visits	*$15 Copay*	*$20 Copay*
Adult Routine Physical *Office visit only*	*$10 Copay*	*$15 Copay*
Well baby/Child visits	*Covered in full (up to age 19)* *Immunizations in accordance with the American Academy of Pediatrics)*	*Covered in full (up to age 19)* *Immunizations in accordance with the American Academy of Pediatrics)*
Outpatient Lab	*$5 Copay*	*$10 Copay*
Outpatient X-ray	*$5 Copay*	*$10 Copay*
Outpatient Diagnostic procedures	*$20 Copay*	*$20 Copay*
Inpatient Hospital Care *(Room & board, Ancillary Services & supplies, Doctors visits, Inpatient Surgery, and Anesthesia)*	*$25 Copay*	*$35 Copay*
Outpatient Surgery	*$15 Copay*	*$20 Copay*
Emergency Room Care	*$40 Per visit (Waived if Admitted) Non-emergency 50% Co-pay*	*$45 Per visit (Waived if Admitted) Non-emergency 50% Co-pay*
Urgent Care	*$15 Copay per visit*	*$20 Copay per visit*
*Maternity Services*** *Pre & post natal care*	*Covered in full (Pre-certification of facility necessary)*	*Covered in full (Pre-certification of facility necessary)*
Ambulance/Emergency *Transportation (For advanced Life Support*	*$30 Copay (When medically necessary)*	*$35 Copay (When medically necessary)*

Assistance)		
*Skilled Nursing Facility****	*Covered in full up to 90 days*	*Covered in full up to 90 days*
Home Health Care(Co-pay waived if Cattarugus County Services Utilized)	*$10 Copay per day Limit of four visits per day (Pre certification of facility required)*	*$15 Copay per day Limit of four visits per day (Pre certification of facility required)*

PRESCRIPTIONS:
Effective 1/1/2009

Up to a thirty-day supply

Generic	*$10.00 Copay*
Brand – No Generic available	*$20.00 Copay*
Brand Name	*$25.00 Copay*

90-Day supply – Mail Order

Generic	*$20.00 Copay*
Brand – No Generic available	*$40.00 Copay*
Brand Name	*$50.00 Copay*

NOTE: Any co-pay not listed above remains the same as currently in effect

APPENDIX

- *Except where as otherwise stated, the PLAN has a calendar year deductible of $300.00 single and $600.00 family. Where the deductible applies and where it has been met, the PLAN pays 70% of the allowance until co-payments reach $1500.00 individual and $3000.00 family, then pays 100% of the allowance for the remainder of the year. There is a $1,500,000.00 lifetime maximum per member.

APPENDIX D

MEMORANDUM OF UNDERSTANDING

A.) Alcohol & Drug Information:
The Employer shall provide required educational material to each covered employee which explains the requirements of the Federal regulations. At a minimum, the materials shall include detailed information which meet the requirements of 49 CFR Part 382.601 (b), Part 654.71 (b) and Part 653.25, including, but not limited to (1) the categories of employees who are subject to the regulations; (2) conduct that is prohibited by the regulations; (3) circumstances under which an employee will be tested; (4) what period of the work day an employee is required to be ii compliance with the regulations; (5) the requirement that an employee submit to alcohol and controlled drug tests; (6) an explanation of what constitutes a refusal to submit to an alcohol or controlled drug test and the attendant consequences; (7 the requirement that an employee to removed immediately from safety-sensitive functions and the provisions for referral, evaluation and treatment; (8) the consequences for having an alcohol concentration of 0.02 or greater but less than 0.04; (9) the procedure to test for the presence of alcohol or prohibited drugs; (10 the procedure to protect the employee the integrity and validity of the test; (11) the effects of the misuse of alcohol and use of prohibited drugs; and (12) the person designated by the Employer to be contacted for questions and/or additional information.

B.) Required Tests
The Employer shall provide a required description of alcohol and drug testing requirements to each covered employee which explains the requirements of the Federal regulations as they pertain to pre-employment testing, reasonable suspicion testing, return to duty testing, and follow up testing.

C.) Requirement for Notice:
In accordance with the requirement in the Federal Regulations, prior to performing an alcohol or controlled drug test, the Employer shall notify the employee that the alcohol or drug test is required by Federal Regulations.

Section 2: Testing Procedures

A.) Tests for alcohol shall, in accordance with Federal Regulations, be conducted by breath alcohol technician using a National Highway Traffic Safety Administration approved Evidential Breath Testing Device.

B.) Tests for prohibited drugs, in accordance with Federal Regulations, shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories.

C.) A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. If the test result of the primary specimen is positive, the Medical Review Officer or the Employer shall notify the employee that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the Medical Review Officer shall direct, in writing, the laboratory to provide the split specimen if the split specimen tests negative, the cost of such test will be assumed by the Employer.

D.) In accordance with Federal Regulations neither the supervisor of an employee or a person designated to make the determination of reasonable suspicion shall administer alcohol or prohibited drug tests.

E.) Employees shall be paid for all time pertaining to an alcohol and prohibited drug testing, including travel time to and from the test or collection site. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits.

F.) An employee required to submit to an alcohol and /or prohibited drug test is hereby advised that they can consult with legal counsel or a union representative, as long as legal counsel or a union representative can respond without causing an unreasonable delay in the testing process.

Section 3: Call In Procedure

If an employee is called and directed to report to work, the employee shall acknowledge the use of alcohol or prohibited drugs which causes the inability to perform the employee's safety sensitive function, and will therefore disqualify the employee from the requirement to report for work.

Section 4: Referral, Evaluation and Treatment

A.) Any costs involved in services provided by a Medical Review Officer, which are required by the Federal Regulations, shall be paid by the Employer.

B.) Any cost not covered by insurance that is incurred by an employee for their initial treatment by a Substance Abuse Professional due to being referred as a positive alcohol will be the responsibility of the employee.

C.) An employee, upon a test result of 0.02 - 0.039 blood alcohol level shall be placed off duty for a minimum of twenty-four (24) hours, or until a retest shows that the alcohol concentration is less than 0.02.

D.) Use of Accrued Leave

1) An employee who for the first time is placed off duty as a result of a positive alcohol and/or prohibited drug test may be allowed to use accumulated sick leave vacation leave and other accrued leave up to the limits set forth in the collective bargaining agreement. This may include a leave of absence as a result of being referred for treatment on an inpatient or outpatient basis.

2) Nothing herein shall be construed to diminish or expand any rights which may apply under the Americans with Disabilities Act, Family Medical Leave Act of other relevant laws, or the collective bargaining agreement.

Section 5: Previous Policies and Procedures

Any policies and procedures pertaining to alcohol and prohibited drugs as they pertain to the same employees covered by the Federal Regulations, shall b~ superseded by the procedures set forth in the Federal Regulations and the Memorandum or Agreement to the extent they are consistent with Laws and Regulations.

Section 6: Discipline / Discharge

Nothing contained in this agreement shall be considered as a waiver, by the union of the union's rights under Article 5, Union Rights, and Article 33. (Discipline and Discharge, of the collective bargaining agreement).

Section 7: Savings Clause

7.1 . Nothing contained in this agreement shall be considered as a waiver by the Employer of any rights under the CBA, Civil Service Law, or any other statue, rule or regulations.

7.2 If any provision of this agreement is in conflict with a Federal or State Law or is declared inoperative by a court of competent jurisdiction, then the remaining provisions of this agreement shall remain in full force and effect. It is further agreed to meet within ninety (90) days to renegotiate said negated clause.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be signed by their respective representatives on May 1, 1998.

Chief Negotiator

Chief Negotiator

APPENDIX E

SUPERVISORY BARGAINING UNIT

2009

SUPERVISORY BARGAINING UNIT

2010

GRADE/STEP	3 5 HOURS					
	A	B	C	D	E	F
10	13.59	13.99	14.45	15.00	15.48	16.07
11	13.99	14.45	15.00	15.48	16.07	16.62
12	14.45	15.00	15.48	16.07	16.62	17.20
13	15.00	15.48	16.07	16.62	17.20	17.75
14	15.48	16.07	16.62	17.20	17.75	18.47
15	16.07	16.62	17.20	17.75	18.47	19.15
16	16.62	17.20	17.75	18.47	19.15	19.86
17	17.20	17.75	18.47	19.15	19.86	20.59
18	17.75	18.47	19.15	19.86	20.59	21.38
19	18.47	19.15	19.86	20.59	21.38	22.17
20	19.15	19.86	20.59	21.38	22.17	23.10
21	19.86	20.59	21.38	22.17	23.10	23.93
22	20.59	21.38	22.17	23.10	23.93	24.94
23	21.38	22.17	23.10	23.93	24.94	26.01
24	22.17	23.10	23.93	24.94	26.01	27.10
25	23.10	23.93	24.94	26.01	27.10	28.21
26	23.93	24.94	26.01	27.10	28.21	29.28
27	24.94	26.01	27.10	28.21	29.28	30.37
28	26.01	27.10	28.21	29.28	30.37	31.55
29	27.10	28.21	29.28	30.37	31.55	32.58
30	28.21	29.28	30.37	31.55	32.58	33.68
31	29.28	30.37	31.55	32.58	33.68	34.83
32	30.37	31.55	32.58	33.68	34.83	36.01
33	31.55	32.58	33.68	34.83	36.01	37.27
34	32.58	33.68	34.83	36.01	37.27	38.62
35	33.88	34.83	36.01	37.27	38.62	40.02
36	34.83	36.01	37.27	38.62	40.02	41.48
37	36.01	37.27	38.62	40.02	41.48	42.97
38	37.27	38.62	40.02	41.48	42.97	44.60
39	38.62	40.02	41.48	42.97	44.60	46.30
40	40.02	41.48	42.97	44.60	46.30	47.87
41	41.48	42.97	44.60	46.30	47.87	49.42
42	42.97	44.60	46.30	47.87	49.42	51.08
43	44.60	46.30	47.87	49.42	51.08	52.78
44	46.30	47.87	49.42	51.08	52.78	54.54

GRADE/STEP	4 0 HOURS					
	A	B	C	D	E	F
10	12.21	12.61	12.98	13.43	13.87	14.30
11	12.61	12.98	13.43	13.87	14.33	14.79
12	12.98	13.43	13.87	14.33	14.79	15.37
13	13.43	13.87	14.33	14.79	15.37	15.86
14	13.87	14.33	14.79	15.37	15.86	16.44
15	14.33	14.79	15.37	15.86	16.44	17.07
16	14.79	15.37	15.86	16.44	17.07	17.67
17	15.37	15.86	16.44	17.07	17.67	18.33
18	15.86	16.44	17.07	17.67	18.33	19.06
19	16.44	17.07	17.67	18.33	19.06	19.69
20	17.07	17.67	18.33	19.06	19.69	20.48
21	17.67	18.33	19.06	19.69	20.48	21.32
22	18.33	19.06	19.69	20.48	21.32	22.14
23	19.06	19.69	20.48	21.32	22.14	23.10
24	19.69	20.48	21.32	22.14	23.10	24.04
25	20.48	21.32	22.14	23.10	24.04	25.00
26	21.32	22.14	23.10	24.04	25.00	25.96
27	22.14	23.10	24.04	25.00	25.96	26.92
28	23.10	24.04	25.00	25.96	26.92	27.87
29	24.04	25.00	25.96	26.92	27.87	28.83
30	25.00	25.96	26.92	27.87	28.83	29.77
31	25.96	26.92	27.87	28.83	29.77	30.80
32	26.92	27.87	28.83	29.77	30.80	31.83
33	27.87	28.83	29.77	30.80	31.83	32.95
34	28.83	29.77	30.80	31.83	32.95	34.11
35	29.77	30.80	31.83	32.95	34.11	35.32
36	30.80	31.83	32.95	34.11	35.32	36.60
37	31.83	32.95	34.11	35.32	36.60	37.94
38	32.95	34.11	35.32	36.60	37.94	39.35
39	34.11	35.32	36.60	37.94	39.35	40.84
40	35.32	36.60	37.94	39.35	40.84	42.40
41	36.60	37.94	39.35	40.84	42.40	44.05
42	37.94	39.35	40.84	42.40	44.05	45.73
43	39.35	40.84	42.40	44.05	45.73	47.47
44	40.84	42.40	44.05	45.73	47.47	49.26

SUPERVISORY BARGAINING UNIT

2011

25 HOURS

GRADE/STEP	A	B	C	D	E	F
10	14.00	14.41	14.89	15.45	15.95	16.56
11	14.41	14.89	15.45	15.95	16.56	17.12
12	14.89	15.45	15.95	16.56	17.12	17.72
13	15.45	15.95	16.56	17.12	17.72	18.29
14	15.95	16.56	17.12	17.72	18.29	19.03
15	16.56	17.12	17.72	18.29	19.03	19.73
16	17.12	17.72	18.29	19.03	19.73	20.46
17	17.72	18.29	19.03	19.73	20.46	21.21
18	18.29	19.03	19.73	20.46	21.21	22.03
19	19.03	19.73	20.46	21.21	22.03	22.84
20	19.73	20.46	21.21	22.03	22.84	23.80
21	20.46	21.21	22.03	22.84	23.80	24.65
22	21.21	22.03	22.84	23.80	24.65	25.69
23	22.03	22.84	23.80	24.65	25.69	26.79
24	22.84	23.80	24.65	25.69	26.79	27.92
25	23.80	24.65	25.69	26.79	27.92	29.06
26	24.65	25.69	26.79	27.92	29.06	30.16
27	25.69	26.79	27.92	29.06	30.16	31.29
28	26.79	27.92	29.06	30.16	31.29	32.50
29	27.92	29.06	30.16	31.29	32.50	33.66
30	29.06	30.16	31.29	32.50	33.66	34.69
31	30.16	31.29	32.50	33.66	34.69	35.88
32	31.29	32.50	33.66	34.69	35.88	37.09
33	32.50	33.66	34.69	35.88	37.09	38.39
34	33.66	34.69	35.88	37.09	38.39	39.78
35	34.69	35.88	37.09	38.39	39.78	41.23
36	35.88	37.09	38.39	39.78	41.23	42.73
37	37.09	38.39	39.78	41.23	42.73	44.26
38	38.39	39.78	41.23	42.73	44.26	45.94
39	39.78	41.23	42.73	44.26	45.94	47.69
40	41.23	42.73	44.26	45.94	47.69	49.31
41	42.73	44.26	45.94	47.69	49.31	50.91
42	44.26	45.94	47.69	49.31	50.91	52.62
43	45.94	47.69	49.31	50.91	52.62	54.37
44	47.69	49.31	50.91	52.62	54.37	56.18

40 HOURS

GRADE/STEP	A	B	C	D	E	F
10	12.59	12.96	13.37	13.84	14.29	14.76
11	12.96	13.37	13.84	14.29	14.76	15.24
12	13.37	13.84	14.29	14.76	15.24	15.84
13	13.84	14.29	14.76	15.24	15.84	16.34
14	14.29	14.76	15.24	15.84	16.34	16.94
15	14.76	15.24	15.84	16.34	16.94	17.59
16	15.24	15.84	16.34	16.94	17.59	18.20
17	15.84	16.34	16.94	17.59	18.20	18.88
18	16.34	16.94	17.59	18.20	18.88	19.64
19	16.94	17.59	18.20	18.88	19.64	20.29
20	17.59	18.20	18.88	19.64	20.29	21.10
21	18.20	18.88	19.64	20.29	21.10	21.96
22	18.88	19.64	20.29	21.10	21.96	22.81
23	19.64	20.29	21.10	21.96	22.81	23.80
24	20.29	21.10	21.96	22.81	23.80	24.77
25	21.10	21.96	22.81	23.80	24.77	25.75
26	21.96	22.81	23.80	24.77	25.75	26.74
27	22.81	23.80	24.77	25.75	26.74	27.73
28	23.80	24.77	25.75	26.74	27.73	28.71
29	24.77	25.75	26.74	27.73	28.71	29.70
30	25.75	26.74	27.73	28.71	29.70	30.67
31	26.74	27.73	28.71	29.70	30.67	31.73
32	27.73	28.71	29.70	30.67	31.73	32.79
33	28.71	29.70	30.67	31.73	32.79	33.94
34	29.70	30.67	31.73	32.79	33.94	35.14
35	30.67	31.73	32.79	33.94	35.14	36.38
36	31.73	32.79	33.94	35.14	36.38	37.70
37	32.79	33.94	35.14	36.38	37.70	39.08
38	33.94	35.14	36.38	37.70	39.08	40.54
39	35.14	36.38	37.70	39.08	40.54	42.07
40	36.38	37.70	39.08	40.54	42.07	43.68
41	37.70	39.08	40.54	42.07	43.68	45.38
42	39.08	40.54	42.07	43.68	45.38	47.11
43	40.54	42.07	43.68	45.38	47.11	48.90
44	42.07	43.68	45.38	47.11	48.90	50.74

SUPERVISORY BARGAINING UNIT

2012

GRADE/STEP	35 HOURS					
	A	B	C	D	E	F
10	12.80	13.18	13.61	14.13	14.58	15.14
11	13.18	13.61	14.13	14.58	15.14	15.66
12	13.61	14.13	14.58	15.14	15.66	16.20
13	14.13	14.58	15.14	15.66	16.20	16.72
14	14.58	15.14	15.66	16.20	16.72	17.40
15	15.14	15.66	16.20	16.72	17.40	18.04
16	15.66	16.20	16.72	17.40	18.04	18.71
17	16.20	16.72	17.40	18.04	18.71	19.40
18	16.72	17.40	18.04	18.71	19.40	20.14
19	17.40	18.04	18.71	19.40	20.14	20.89
20	18.04	18.71	19.40	20.14	20.89	21.76
21	18.71	19.40	20.14	20.89	21.76	22.55
22	19.40	20.14	20.89	21.76	22.55	23.50
23	20.14	20.89	21.76	22.55	23.50	24.51
24	20.89	21.76	22.55	23.50	24.51	25.54
25	21.76	22.55	23.50	24.51	25.54	26.58
26	22.55	23.50	24.51	25.54	26.58	27.59
27	23.50	24.51	25.54	26.58	27.59	28.62
28	24.51	25.54	26.58	27.59	28.62	29.73
29	25.54	26.58	27.59	28.62	29.73	30.70
30	26.58	27.59	28.62	29.73	30.70	31.73
31	27.59	28.62	29.73	30.70	31.73	32.82
32	28.62	29.73	30.70	31.73	32.82	33.94
33	29.73	30.70	31.73	32.82	33.94	35.12
34	30.70	31.73	32.82	33.94	35.12	36.39
35	31.73	32.82	33.94	35.12	36.39	37.71
36	32.82	33.94	35.12	36.39	37.71	39.09
37	33.94	35.12	36.39	37.71	39.09	40.49
38	35.12	36.39	37.71	39.09	40.49	42.03
39	36.39	37.71	39.09	40.49	42.03	43.64
40	37.71	39.09	40.49	42.03	43.64	45.11
41	39.09	40.49	42.03	43.64	45.11	46.58
42	40.49	42.03	43.64	45.11	46.58	48.14
43	42.03	43.64	45.11	46.58	48.14	49.74
44	43.64	45.11	46.58	48.14	49.74	51.40

GRADE/STEP	40 HOURS					
	A	B	C	D	E	F
10	11.50	11.88	12.23	12.65	13.05	13.50
11	11.88	12.23	12.65	13.05	13.50	13.93
12	12.23	12.65	13.05	13.50	13.93	14.48
13	12.65	13.05	13.50	13.93	14.48	14.94
14	13.05	13.50	13.93	14.48	14.94	15.49
15	13.50	13.93	14.48	14.94	15.49	16.08
16	13.93	14.48	14.94	15.49	16.08	16.65
17	14.48	14.94	15.49	16.08	16.65	17.27
18	14.94	15.49	16.08	16.65	17.27	17.96
19	15.49	16.08	16.65	17.27	17.96	18.55
20	16.08	16.65	17.27	17.96	18.55	19.30
21	16.65	17.27	17.96	18.55	19.30	20.08
22	17.27	17.96	18.55	19.30	20.08	20.86
23	17.96	18.55	19.30	20.08	20.86	21.76
24	18.55	19.30	20.08	20.86	21.76	22.66
25	19.30	20.08	20.86	21.76	22.66	23.56
26	20.08	20.86	21.76	22.66	23.56	24.46
27	20.86	21.76	22.66	23.56	24.46	25.36
28	21.76	22.66	23.56	24.46	25.36	26.26
29	22.66	23.56	24.46	25.36	26.26	27.17
30	23.56	24.46	25.36	26.26	27.17	28.05
31	24.46	25.36	26.26	27.17	28.05	29.02
32	25.36	26.26	27.17	28.05	29.02	30.00
33	26.26	27.17	28.05	29.02	30.00	31.05
34	27.17	28.05	29.02	30.00	31.05	32.14
35	28.05	29.02	30.00	31.05	32.14	33.29
36	29.02	30.00	31.05	32.14	33.29	34.49
37	30.00	31.05	32.14	33.29	34.49	35.75
38	31.05	32.14	33.29	34.49	35.75	37.08
39	32.14	33.29	34.49	35.75	37.08	38.49
40	33.29	34.49	35.75	37.08	38.49	39.96
41	34.49	35.75	37.08	38.49	39.96	41.51
42	35.75	37.08	38.49	39.96	41.51	43.09
43	37.08	38.49	39.96	41.51	43.09	44.73
44	38.49	39.96	41.51	43.09	44.73	46.42

APPENDIX F
SALARY GRADE ALLOCATIONS

GRADE 14

Head Cleaner

GRADE 17

Senior Nutrition Program Assistant

GRADE 19

Assistant Food Service Manager / Dietician Assistant
Marina Maintenance Manager
Senior Traffic Sign Maintainer

GRADE 20

Highway Maintenance Worker

GRADE 21

Leisure Time Activities Director
Motor Vehicle Office Supervisor
Office Manager

GRADE 22

Administrative Services Supervisor
Assistant Road Section Supervisor
Senior Automotive Mechanic
Senior Maintenance Mechanic
Senior Social Services Examiner

GRADE 23

Admissions Coordinator
Aging Services Planner
Assessment Records Supervisor
Concrete Construction Supervisor
Correctional Alternatives Coordinator
Fabrication Supervisor
Food Service Manager
Hauling Supervisor
Sign Technician
Supervising Support Officer
Youth Bureau Administrative Officer

GRADE 24

Accountant
Claims Manager
Maintenance Supervisor
Parts Manager
RSVP Director
Senior Community Mental Health Worker

GRADE 25

Bridge Construction Supervisor
Chief Engineering Technician
Chief Investigator (Social Services)
One Stop Center Manager
Principal Social Services Examiner
Road Section Supervisor
Systems Analyst Programmer (Social Services)

GRADE 26

Day Care Center Supervisor
Director of Motor Vehicles
Nutrition Services Coordinator
Senior Accountant
Unit Supervisor (Social Services)

GRADE 27

Administrative Analyst
Assistant Program Director, Continuing Treatment (Mental Health)
Coordinator of Child Support Enforcement
Waste Management Coordinator

GRADE 28

Assistant Medical Director
Head Nurse
Nutrition Program Director
Supervising Social Services Examiner

GRADE 29

Case Supervisor
In-Service Training Coordinator
Probation Supervisor
Recreation Area Manager

GRADE 30

Chief Planner
Civil Engineer
Highway Engineer
Nurse Supervisor
Operations Manager
Senior Public Health Sanitation
Superintendent of Fleet Operations and Maintenance
Supervising Community Health Nurse

GRADE 32

Program Director, Child and Family Services
Program Director, Clinical Services
Program Director, Continuing Treatment (Mental Health)
Supervising Social Worker

GRADE 36

Laboratory Supervisor

GRADE 44

Senior Civil Engineer

APPENDIX G
Excluded Positions

The following employees are excluded from the unit:

1. Temporary Employees. (Temporary employees serving with a contingent permanent appointment are included in the unit.)

2. Part-time Employees.

3. Seasonal Employees.

4. Elected Officials.

5. Employees of the Board of Elections.

6. Employees represented by the Cattaraugus County Employees' Unit of CSEA Local 805.

7. Employees of the Sheriff.

8. a) Managerial Employees
   b) Confidential Employees
   c) The parties have heretofore mutually agreed that the following positions are either managerial or confidential and therefore excluded:

Department Heads: County Attorney; Director/ Coordinator of Civil Preparedness; Director of Weights & Measures; Election Commissioners; Secretary to County Attorney; Confidential Law Secretary; Administrative Officer (Mental Health); Office Manager, DPW; Employees of the Civil Service Commission; Nursing Home Administrators; Controller; Directors of Nursing Services; Secretary to the Director (Nursing Homes); Superintendent of Buildings and Grounds; Coordinator, Services for the Aging; Deputy County Clerk; Deputy Commissioners of Public Works; Deputy County Treasurer; Deputy Commissioner of Social Services; Director of Social Services; Human Resources Director; Public Health Director; Environmental Health Director; Director of Patient Services; Undersheriff; Secretary to Nursing Home Administrator-Machias; Stenographic Secretary (Department of Health); Principal Administrative Services Clerk; County Administrator; Deputy County Administrator.

EXECUTION OF AGREEMENT

Wherefore, the duly authorized representatives of the parties do hereby execute this agreement including all addenda and appendices on November 12, 2009.

FOR THE EMPLOYER
County of Cattaraugus
State of New York

Crystal J. Abers, Chairman
Cattaraugus County Legislature

Jeffrey F. Swiatek
Chief Negotiator

Joseph C. McLarney, Chairman
Labor Relations Committee

FOR THE UNION
CSEA Local 805

Cheryl Smith
CSEA Labor Relations Specialist

Candy Saxon
CSEA Labor Relations Specialist

CYNTHIA K KOCH
Notary Public State of New York
No# 01K06113778
Qualified in Cattaraugus County
Commission Expires August 2, 2012
Cynthia K. Koch

Brian Blinn, Supervisory Unit Vice President

CYNTHIA K KOCH
Notary Public State of New York
No# 01K06113778
Qualified in Cattaraugus County
Commission Expires August 2, 2012
Cynthia K. Koch

County of Erie
SHARON G. THOMAS
Notary Public, State of New York
No. 4839292
Qualified in Erie County
My Commission Expires March 30, 2011
Sharon G. Thomas